



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

State of West Virginia  
Request for Quotation

Proc Folder: 33026

Doc Description: Carpeting-Purchasing Division-Bldg. 15

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2014-09-04	2014-10-09 13:30:00	CRFQ 0213 PUR1500000002	1

**BID RECEIVING LOCATION**

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

**VENDOR**

V.

Family Carpet Outlet Inc.  
6720 MacCorkle Avenue  
St. Albans, WV 25177

Total \$ 42,950.00

Mark J. Porter

10-30-2014

10/30/14 12:34:55PM  
West Virginia Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

Debbie Watkins  
(304) 558-3568  
debbie.a.watkins@wv.gov

Signature X

Mark J. Porter

FEIN #

55-0690743

DATE

10-30-2014

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

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Family Carpet Outlet, Inc.  
of PO Box 161, Parkersburg, WV 26102, as Principal, and Western Surety Company  
of PO Box 5077, Sioux Falls, SD 57100, a corporation organized and existing under the laws of the State of South Dakota  
with its principal office in the City of Sioux Falls, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of (5% of bid) (\$                    ) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for Job Number: PUR1500000002 Carpet Removal/Installation, State of West Virginia, Division of Purchasing  
State Capitol Complex, Charleston, WV

NOW THEREFORE,

(a) If said bid shall be rejected, or  
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, this 30th day of October, 2014.

Principal Seal

[Signature]  
(Name of Principal)

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

\_\_\_\_\_  
(Title)

Surety Seal

Western Surety Company  
(Name of Surety)

[Signature]  
Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.**



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**John R Padden III, David C Padden, Irlene N Barnhouse, Glenna M Schott, Katherine Sue Mc Vey, Debra Lucas, Ann Riendeau, Individually**

of Parkersburg, WV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of June, 2014.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Vice President

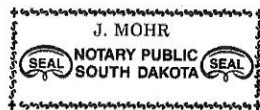
State of South Dakota  
County of Minnehaha

} ss

On this 6th day of June, 2014, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



*J. Mohr*

J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 30th day of October, 2014.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

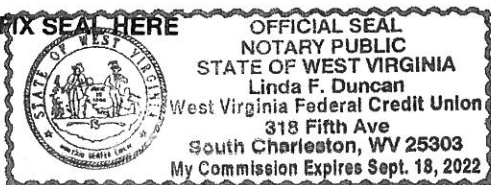
**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**Vendor's Name: Family CarpetAuthorized Signature: Mung Porta Date: 10-30-2014State of West VirginiaCounty of Kanawha, to-wit:Taken, subscribed, and sworn to before me this 30 day of October, 2014My Commission expires Sept. 18, 2022

AFFIX SEAL HERE



NOTARY PUBLIC

Linda F. Duncan

Purchasing Affidavit (Revised 07/01/2012)



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

STATE OF WEST VIRGINIA,  
COUNTY OF Kanawha, TO-WIT:

I, Mark J. Porter, after being first duly sworn, depose and state as follows:

1. I am an employee of Family Carpet; and,  
(Company Name)
2. I do hereby attest that Family Carpet  
(Company Name)

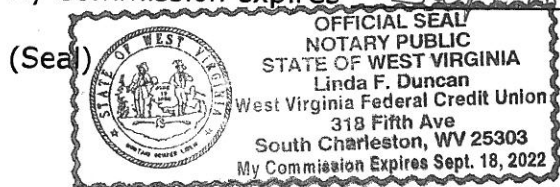
maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D**.

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

By: Mark J. Porter  
Title: Manager  
Company Name: Family Carpet  
Date: 10-30-2014

Taken, subscribed and sworn to before me this 30 day of October, 2014.

By Commission expires Sept 18, 2022



Linda F. Duncan  
(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Reagle & Padden, Inc. 200 Star Avenue, Suite 210 Parkersburg WV 26101		<b>CONTACT NAME:</b> Irlene Barnhouse <b>PHONE (A/C No. Ext):</b> (304) 422-8476 <b>E-MAIL ADDRESS:</b> irlene@reagle-padden.com <b>FAX (A/C No.):</b> (304) 428-7374	
<b>INSURED</b> Family Carpet Outlet, Inc. PO Box 161 Parkersburg WV 26102		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Westfield Companies INSURER B: BrickStreet Mutual Ins Co INSURER C: INSURER D: INSURER E: INSURER F:	
		<b>NAIC #</b> 24112 12372	

**COVERAGES** **CERTIFICATE NUMBER:** 2013 GL Certificate **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <u>Employee Benefits</u> \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CWP6902844/BOP7310418	11/1/2013	11/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CWP6902844	11/1/2013	11/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CWP6902844	11/1/2013	11/1/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<b>B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	WCB1017220	4/1/2014	4/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Re: Job PUR1500000002 Carpet Removal/Installation, State of West Virginia

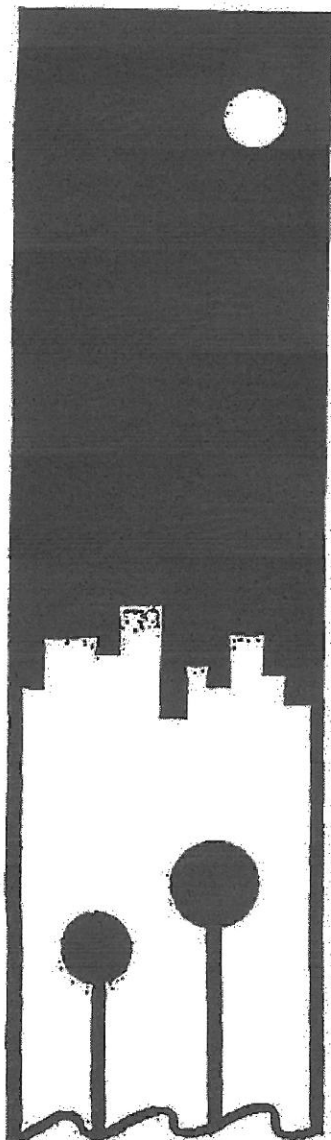
**CERTIFICATE HOLDER****CANCELLATION**

State of West Virginia  
Division of Purchasing  
2019 Washington Street E  
Charleston, WV 25305

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Irlene Barnhouse/INB



**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:**

HV006198

**Classification:**

GENERAL BUILDING  
MULTIFAMILY  
RESIDENTIAL  
CARPET INSTALLATION

FAMILY CARPET OUTLET INC  
DBA FAMILY CARPET WHOLESALERS OUTLET  
PO BOX 161  
PARKERSBURG, WV 26102-0161

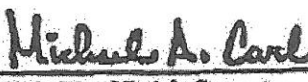
**Date Issued**

SEPTEMBER 25, 2014

**Expiration Date**

SEPTEMBER 25, 2015

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by license. Issued under provisions of West Virginia Code, Chapter 21, Article 11.



INVOICE TO	SHIP TO
ADMINISTRATIVE SECRETARY DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV25305 US	ADMINISTRATIVE SECRETARY DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Supply and Install Carpet	1.00000	LS	542.950 <sup>00</sup>	\$42,950.00

Comm Code	Manufacturer	Specification	Model #
30161701			

**Extended Description :**

Supply and install modular carpet tiles on both floors of building 15.

*M. P. Path* 10.30.2014



<b>PUR1500000002</b>	<b>Document Phase</b> Draft	<b>Document Description</b> Carpeting-Purchasing Division- Bldg. 15	<b>Page 3</b> <b>of 3</b>
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# **ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.
  - ☐ A pre-bid meeting will not be held prior to bid opening.
  - ☐ A NON-MANDATORY PRE-BID meeting will be held at the following place and time:
  - ☒ A MANDATORY PRE-BID meeting will be held at the following place and time:  
Purchasing Division. 2019 Washington Street East, Charleston, WV.  
Date: Thursday, September 25, 2014  
Time: 10:00 A.M.

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

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

Question Submission Deadline: Monday, September 29, 2014 4:30 P.M.

Submit Questions to: Melissa Pettrey  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: melissa.k.pettrey@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:  
BUYER:  
SOLICITATION NO.:  
BID OPENING DATE:  
BID OPENING TIME:  
FAX NUMBER:

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

☐ Technical

☐ Cost

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

Bid Opening Date and Time: Thursday, October 9, 2014; 1:30 P.M. EST  
Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

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

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the

same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

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

## GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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. **"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.
  - 2.3. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.5. **"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.
  - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.7. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8. **"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:** This Contract becomes effective on \_\_\_\_\_ and extends for a period of \_\_\_\_\_ year(s).

**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 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. 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 \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**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 \_\_\_\_\_ 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, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

☒ **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:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
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 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. **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.
7. **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.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☒ **BID BOND:** All Vendors shall furnish a 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 value. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

☒ **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.

☐ **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.

☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☒ **Commercial General Liability Insurance:** In the amount of \$1,000,000.00  
\_\_\_\_\_ or more.

☐ **Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

☐☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- ☒ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☒ WV Contractor's License

☐

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

9. **WORKERS' COMPENSATION INSURANCE:** The apparent successful 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. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of

for \_\_\_\_\_.

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. 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.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. 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.
- 16. 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 § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. 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.
- 19. COMPLIANCE:** 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 law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with

prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

21. **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.
22. **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). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
23. **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.
24. **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.
25. **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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
26. **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.
27. **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.
28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.



**29. 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>.

**30. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

**31. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.



**32. 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.

**33. 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.

**34. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

**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. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. 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.
- 40. 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.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

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.

**42. 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. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. 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

- d. 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.

**43. 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.



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

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 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 Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Family Carpet Outlet Inc

Contractor's License No. WV006198

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a 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 at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid 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 AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
5. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$250,000.00 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 provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.
  - a. **Required Information.** The subcontractor list shall contain the following information:
    - i. Bidder's name
    - ii. Name of each subcontractor
    - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
    - iv. Notation that no subcontractor will be used to perform more than \$25,000.00 of work, when applicable
  - b. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor

list within one business day after the deadline for submitting bids shall result in disqualification of the bid.

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 bill fails, is unable, or refuses to perform his subcontract.

6. **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.



### CERTIFICATION AND SIGNATURE PAGE

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

Family Carpet

(Company)

Mark S. Porter

Mark S. Porter

Manager

(Authorized Signature) (Representative Name, Title)

304 541-4827 304 766-9190 Oct. 30, 2014

(Phone Number) (Fax Number) (Date)

REQUEST FOR QUOTATION  
[Carpet removal/installation]  
PUR1500000002

---

**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Administration to establish a contract to supply and install modular carpet tiles on both floors of Building 15, 2019 Washington Street East, State Capitol Complex, Charleston, WV.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Services”** means removal/installation of carpeting on both floors of Building 15 at the State Capitol Complex.
  - 2.2 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Services.
  - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division.
  - 2.4 **“CRI”** means The Carpet and Rug Institute.
  - 2.5 **“IAQ”** means Indoor Air Quality.
  - 2.6 **“ASTM”** means American Society for Testing & Materials.
3. **QUALIFICATIONS:** Vendor shall have the following minimum qualifications:
4. **MANDATORY REQUIREMENTS:**
  - 4.1 **Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.
    - 4.1.1 **Removal of existing carpet tiles; floor prep; supply and install new modular carpet tiles.**
      - 4.1.1.1 Modular carpet tiles must be 100% Nylon, suitable for rigorous foot traffic.

REQUEST FOR QUOTATION  
[Carpet removal/installation]

---

- 4.1.1.2 Modular Tiles must be 24" x 24" minimum. The tile is to be within 1/32" of the specified size dimensions, as determined by physical measurement.
- 4.1.1.3 Minimum average pile yarn weight: 20 ounces/square yard
- 4.1.1.4 Minimum Average pile yarn density: 5000 ounces per cubic yard.
- 4.1.1.5 Carpet color will be chosen from manufacturer's standard offering.
- 4.1.1.6 Cove molding is to be removed and replaced with new coil type; color will be chosen from manufacturer's standard offering.
- 4.1.1.7 Electrostatic Rating: the carpet must not yield voltages in excess of 3.5 kv (kilovolts) under standard conditions of approximately 70°F and 20% relative humidity.
- 4.1.1.8 Carpet installation must comply with all applicable flammability regulations. Compliance with Flooring Radiant Panel Test (ASTM E-648) Class 1 is required. **See attachment.**
- 4.1.1.9 CRI IAQ Testing Program Labels (Green Label Plus) required for both carpet and adhesives.
- 4.1.1.10 Vendor must remove existing carpet tiles; prep concrete floors for adhesive and new modular carpet tiles.
- 4.1.1.11 Where Broadloom carpeting is being replaced, vendor must allow for skim coating material and labor.
- 4.1.1.12 Carpet must be installed in compliance with manufacturer's written installation recommendations. Installation shall be in full compliance with all federal, state and local regulations and ordinances. Installation shall be completed in accordance with the attached CRI-104, "Standard for installation of Commercial Textile Floorcovering Materials", for all aspects not covered in the manufacturer's written installation recommendations.
- 4.1.1.13 It will be the vendor's responsibility to properly dispose of all waste and debris from the installation, on a daily basis.
- 4.1.1.14 Carpet shall be free of debris, spots, etc. and ready for use after project completion. The vendor shall be responsible for leaving the installation area clean and ready to use.
- 4.1.1.15 Prior to commencement of work, vendor will be required to attend a meeting with other participants, such as, furniture movers, electricians, and/or IT personnel, to coordinate a schedule of events.
- 4.1.1.16 Vendor shall have the project finished within 20 days of Notice to Proceed.

REQUEST FOR QUOTATION  
[Carpet removal/installation]

---

**5. CONTRACT AWARD:**

**5.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**5.2 Pricing Page:** Vendor should complete the Pricing Page by providing a Total Overall Cost for the completed project as described in the specifications. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

- 6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. PAYMENT:** Agency shall pay a flat fee for the overall total cost, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 9. 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:
- 9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

REQUEST FOR QUOTATION  
[Carpet removal/installation]

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- 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.
- 9.6. Accessible hours will be 8:30 a.m. – 4:30 p.m., Monday through Friday. A work schedule will be determined with successful bidder.

**10. VENDOR DEFAULT:**

- 10.1. The following shall be considered a vendor default under this Contract.
  - 10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
  - 10.1.2. Failure to comply with other specifications and requirements contained herein.
  - 10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - 10.1.4. Failure to remedy deficient performance upon request.
- 10.2. The following remedies shall be available to Agency upon default.
  - 10.2.1. Immediate cancellation of the Contract.
  - 10.2.2. Immediate cancellation of one or more release orders issued under this Contract.
  - 10.2.3. Any other remedies available in law or equity.

REQUEST FOR QUOTATION  
[Carpet removal/installation]

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11. MISCELLANEOUS:

11.1. **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: Mark Porter  
Telephone Number: 304 541-4827  
Fax Number: 304 766-9190  
Email Address: FamilyCarpet@aol.com



State of West Virginia  
Purchasing Division

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## CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

---

In accordance with *West Virginia 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. That report must include each of the items identified below in the Required Report Content section.

**Instructions:** Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

**Contract Identification:**

Contract Number: \_\_\_\_\_

Contract Purpose: \_\_\_\_\_

Agency Requesting Work: \_\_\_\_\_

**Required Report Content:** The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- ☐ Information indicating the education and training service to the requirements of *West Virginia Code* § 21-1D-5 was provided;
- ☐ Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- ☐ Average number of employees in connection with the construction on the public improvement;
- ☐ 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 Contact Information:**

Vendor Name: \_\_\_\_\_

Vendor Telephone: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

Vendor Fax: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

# BID BOND PREPARATION INSTRUCTIONS

AGENCY (A) \_\_\_\_\_  
RFQ/RFP# (B) \_\_\_\_\_

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

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

**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,  
(C) of (D), (E)  
as Principal, and (F) of (G),  
(H), a corporation organized and existing under the laws  
of the State of (I) with its principal office in the City of  
(J), as Surety, are held and firmly bound unto The State  
of West Virginia, as Oblige, in the penal sum of (K)  
(\$ (L)) for the payment of which, well and truly to be made,  
we jointly and severally bind ourselves, our heirs, administrators, executors,  
successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for \_\_\_\_\_

(M)

## NOW THEREFORE

(a) If said bid shall be rejected, or  
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Oblige may accept such bid: and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, the (N) day of (O), 20 (P).

Principal Seal

(R)

(Q)  
(Name of Principal)

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

(T)  
Title

Surety Seal

(U)

(V)  
(Name of Surety)

(W)  
Attorney-in-Fact

**IMPORTANT** – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

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

### BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, as Principal, and \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
\_\_\_\_\_ with its principal office in the City of \_\_\_\_\_, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligor, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### NOW THEREFORE,

- (a) If said bid shall be rejected, or  
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal  
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform  
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in  
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no  
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Obligor may accept such bid, and said Surety does hereby  
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and  
Surety, or by Principal individually if Principal is an individual, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal Seal

\_\_\_\_\_  
(Name of Principal)

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

\_\_\_\_\_  
(Title)

Surety Seal

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and  
must attach a power of attorney with its seal affixed.**



State of West Virginia

## **PURCHASING DIVISION**

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

---

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

---

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

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply West Virginia contractor's license # on bid
4. Failure to supply a signed drug free workplace affidavit with the bid
5. Failure to supply a valid bid bond or other surety approved by the State of West Virginia
6. Failure to meet any mandatory requirement of the RFQ
7. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
8. Failure to submit bid prior to the bid opening date and time
9. Federal debarment
10. State of West Virginia debarment or suspension

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

1. Uncontested debt to the State exceeding \$1,000.00 (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the State (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within 1 business day of bid opening.
6. Failure to use the provided RFQ form (only if stipulated as mandatory).

NAME	Paul J. Galtieri	DATE	04/11/74
ADDRESS	2200 N. 17TH ST.	CITY	ST. LOUIS
	J. MONROVIA, MO.	STATE	MO.
		ZIP	63104
NAME	F. GALTIERI	DATE	01/27/74

The accuracy of the information on this document is based on information received, and is provided without guarantee. It is the responsibility of the user to verify the accuracy of the information and to report any errors to the Bureau of Motor Vehicle Records, Department of Transportation, Washington, D.C. 20590.

[illegible]

04-24-08



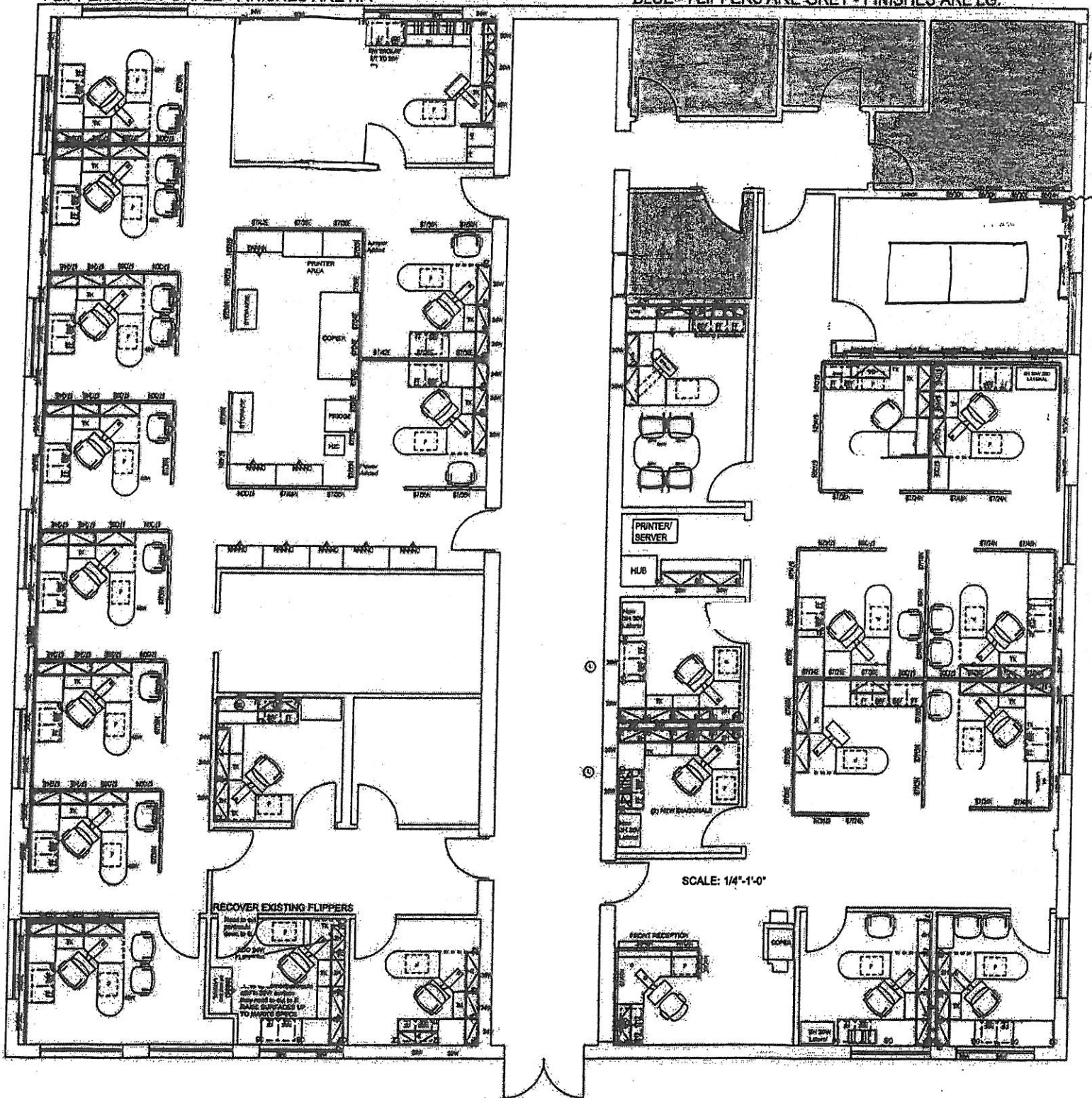
SHADED AREAS ARE TILE AND  
NOT TO BE INCLUDED IN  
PRICING.

**LEFT SIDE**

THIS SIDE IS ALL HERMAN PRODUCT - PANELS AND  
FLIPPERS ARE PURPLE - FINISHES ARE HF.

**RIGHT SIDE**

THIS SIDE IS ALL MILLER SQA PRODUCT - PANELS ARE  
BLUE - FLIPPERS ARE GREY - FINISHES ARE I.G.





## FLOORING RADIANT PANEL TEST (ASTM-E648)

### FEDERAL FUNDING REQUIREMENTS

The Department of Health & Human Services has adopted the guidelines established in the NFPA Life Safety Code for interior floor finish flammability as pertaining to health care occupancies (hospitals and nursing homes). The code specifies that flooring installed in corridors, lobbies, stairways and exit ways shall be Class I in accordance with the critical radiant flux ratings, interior floor finish. A Class I rating requires a minimum critical radiant flux of 0.45 watts/cm<sup>2</sup> in accordance with standard test method, NFPA 253 (or ASTM-E648), for critical radiant flux of floor covering systems using a radiant heat energy source. For general commercial construction, the guideline is a minimum average critical radiant flux (CRF) of 0.22 watts/cm<sup>2</sup> (Class II). This procedure is routinely performed by independent testing laboratories such as SGS United States Testing Company Inc..

<u>Product Species</u>	<u>Average Critical Radiant Flux (CRF)</u>	<u>Class</u>
Cherry	0.62 watts/cm <sup>2</sup>	I
Red Oak	0.56 watts/cm <sup>2</sup>	I
Rustic Maple	0.55 watts/cm <sup>2</sup>	I
Reclaimed Poplar	0.54 watts/cm <sup>2</sup>	I
Rift and Quartered White Oak	0.54 watts/cm <sup>2</sup>	I
Hickory	0.53 watts/cm <sup>2</sup>	I
Maple	0.50 watts/cm <sup>2</sup>	I
Ash	0.45 watts/cm <sup>2</sup>	I
African Mahogany	0.45 watts/cm <sup>2</sup>	I

### GENERAL COMMERCIAL REQUIREMENTS

For general commercial construction, the guideline is a minimum average radiant heat flux of 0.22 watts/cm<sup>2</sup> (Class II).

<u>Product Species</u>	<u>Average Critical Radiant Flux (CRF)</u>	<u>Class</u>
COR	0.42 watts/cm <sup>2</sup>	II
Reclaimed Oak	0.41 watts/cm <sup>2</sup>	II
Radiata Pine	0.37 watts/cm <sup>2</sup>	II
Walnut	0.35 watts/cm <sup>2</sup>	II

(All flooring that was tested had Pedestrian Finish and was glued using UP-28-0VOC Adhesive)

The Flooring Radiant Panel Test is also widely accepted by industry and government agencies such as The Department of Transportation, General Services Administration, and the Veterans Administration. ASTM and NFPA test consensus standards have been completed.

This test was developed because of dissatisfaction with previous procedures. The Flooring Radiant Panel Test measures a vital ingredient of fire: radiant energy. It applies to both corridors and exit ways. The test result indicates whether and how far the corridor flooring will spread the flame front. In the Flooring Radiant Panel Test, a Class I rating implies a more flame-resistant system than a Class II rating.

## SMOKE DENSITY TEST (ASTM-E662)

The Department of Health and Human Services has established that floor covering materials used in Health Care Occupancies must have a Smoke Density of 450 or less. The test procedure is the ASTM-E662 or NFPA-258 method.

<u>Product Species</u>	<u>Flaming Mode</u>	<u>Non-Flaming Mode</u>	<u>Smoke Density (Overall Average)</u>
Maple	346	384	365
COR	246	324	285

Due to the expense of testing every species that Nydree has to offer, only a few species have been tested. We do expect all other species to have a Smoke Density of 450 or less.

The influence of smoke is the most frequent cause of death in a fire situation. The results obtained are important criteria when selecting flooring materials.

## STEINER TUNNEL TEST (ASTM-E84/UL-723)

The Steiner Tunnel Test is no longer being used as a floor covering flammability test. However, it continues to be the most widely used surface flame spread test for wall and ceiling finishes. It was never designed to be a floor covering test and was only adopted for floors as an interim test method. Keep in mind that there is no correlation between ASTM-E84 test results and ASTM-E648 test results.

(Page 2 of 2)

**STANDARD**  
**For INSTALLATION SPECIFICATION of**  
**COMMERCIAL CARPET**

**CRI 104 - 2002**

## **Tenth Edition**

**The Carpet and Rug Institute  
310 Holiday Avenue  
P.O. Box 2048  
Dalton, Georgia 30722-2048  
706/ 278-3176**

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ISBN 0-89275-010-3

### **DISCLAIMER**

The Carpet and Rug Institute assumes no responsibility and accepts no liability for the application of the principles or techniques contained in this standard. Specifying authorities are responsible for reviewing applicable federal, state, and local statutes, ordinances, and regulations, including mandatory requirements contained in the Occupational Safety and Health Administration (OSHA) Hazard Communication Regulation.

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## FOREWORD

This standard for installation of commercial carpet is based upon reliable principles and procedures developed through practical experience, research, and information obtained from manufacturers, retailers, installers, end users, testing laboratories, and others who have specialized expertise.

This standard does not include carpet performance characteristics. For guidance in selecting and specifying carpet, review appropriate publications developed by The Carpet and Rug Institute.

Throughout this document the general terms "must," "highly recommended" and "recommended" are used to compare and contrast the different levels of importance attached to certain practices.

When the term *must* is used in this document, it means that the practice or procedure is required or mandatory.

When the term *highly recommended* is used in this document, it means that the practice or procedure is the generally accepted method to be followed.

When the term *recommended* is used in this document, it means that the practice or procedure is advised or suggested.

Failure to follow this standard for installation must not be the basis for rejecting a claim relating to a manufacturing defect, unless the failure to do so contributed to or caused the defect.

Every carpet has unique characteristics and each carpet installation project should be carefully evaluated to determine proper application of this standard. In extenuating circumstances, contact the product manufacturer for specific guidance. Carelessness is never acceptable and common sense should prevail in all cases. The CRI highly recommends that the services of professionally trained and qualified floor covering contractors be obtained for all commercial carpet installations.

The Carpet and Rug Institute (CRI) is the national trade association of carpet and rug manufacturers and suppliers to the industry. The expertise of the Carpet and Rug Institute's membership comes together to provide unbiased technical, educational and scientific information about carpet and rugs.



## **Acknowledgements**

This Standard was prepared under the direction of the Installation Subcommittee of the Carpet and Rug Institute and in cooperation with numerous experts in the carpet installation and related fields.

**CRI Installation Subcommittee Chairman** – Jim Keener, Director of Installation and Maintenance Technical Services, J&J Industries, Inc.

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# **Standard For Installation Specification of Commercial Carpet**

## **CRI-104 - 2002**

### **1. Scope**

This document establishes minimum industry standards for commercial carpet installation.

### **2. Applicable Documents and References**

#### **2.1 Carpet and Rug Institute References:**

- *Standard for Installation of Residential Carpet\** - CRI 105 -2002
- *The Carpet Primer* \*
- *Excellence in Action – Principles of CRI-105 in Video*
- *Characteristics of Patterned Carpet Technical Bulletin\**

\* Downloadable from The Carpet and Rug Institute web site [www.carpet-rug.com](http://www.carpet-rug.com)

#### **2.2 ASTM Standards:**

- ASTM F-1869-98 – *Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Calcium Chloride*,
- ASTM F-710-98 – *Standard Practice for Preparing Concrete to Receive Resilient Flooring* - American Society of Testing & Materials, 100 Barr Harbor Drive, West Conshohocken, PA 19428-2959. [www.astm.org](http://www.astm.org)

#### **2.3 IICRC S100, Standard and Reference Guide for Professional Carpet Cleaning.** Institute of Inspection, Cleaning and Restoration Certification (IICRC) [www.iicrc.org](http://www.iicrc.org)

### **3. Terminology**

For definitions used in this standard, refer to the *Definitions of Terms* section in the appendix of this document.

#### **4. Tools and Materials**

Carpet must be installed using tools and materials referenced in this standard. Proper tools and quality materials are essential for skilled and proficient carpet installation.

#### **5. Storage and Handling**

**5.1 Storage** – Carpet and related materials must be stored in a climate-controlled, dry space. Carpet must be adequately protected from soil, dust, moisture and other contaminants and stored on a flat surface. Stacking heavy objects on top of carpet rolls or stacking more than three rolls must be avoided.

**5.2 Handling** – Carpet must be transported in a manner that prevents damage and distortion. Bending or folding individual carpet rolls is not recommended. When bending or folding is unavoidable for delivery purposes, the carpet should be unrolled and allowed to lie flat immediately upon arrival at the installation site.

**CAUTION:** Failure to observe the preceding requirements may result in the following:

- 1) Contamination from soil, grease and/or oil
- 2) Delamination
- 3) Dimensional changes
- 4) Permanent indentation
- 5) Development of wrinkles and bubbles
- 6) Pile reversal
- 7) Roll-crushing
- 8) Creases
- 9) Pattern distortion

#### **6. Planning**

All facets of the installation are to be coordinated. A scale drawing of the area to be installed is required to determine carpet quantities, quantity per dye lot, edge treatments, cushions, adhesives, moldings and other accessories, and to identify the proper location of seams.

On new construction, architectural drawings must be provided that define the entire installation area with space names or numbers and a finish schedule of flooring style, patterns, colors and installation methods. On existing structures, new measurements and shop drawings must be made.

**6.1 Shop Drawings** - The carpet shop drawing must contain the following information:

- Name of the job, owner and installation company. On new construction the name of the general contractor and architectural firm must be listed.
- Building address
- Date of drawing
- Scale
- Floor number and location in building
- Compass direction on each sheet
- Drawing for each area to be carpeted (color coding is preferable)
- Construction of subfloor for each area
- Type of installation for each area
- Quantities of carpet needed for each area, including roll length requirements and manufacturer installation sequencing
- Exact notations where dye lot changes occur
- Excess material in each area and how it is to be used
- Seam layout of each area
- Carpet pile direction for each area
- Name of manufacturer, style, backing system and color of carpet for each area
- Large scale drawings showing treatment of step areas or other detail work
- Location and type of expansion joints and edge moldings
- Type of wall base in each area.

**6.2 Planning for Seams** - Seams must be kept to a minimum. Seams must be positioned so that, where possible:

- they run the length of the area.
- main traffic flow runs along, rather than across, the seam.
- natural light does not strike across the seam.
- are away from areas subject to pivoting traffic.
- are not perpendicular to doorway openings.

**6.3 Unprotected Edges** - At the transition between carpet and other floor coverings, carpet edges must be protected and covered with appropriate molding. In transition areas, the edge of the hard surface flooring must be a minimum of 1/16" higher than the carpeted flooring. Seam sealer must be applied to the edge of the carpet at the transition area.

**6.4 Carpet Over Expansion Joints** – Do not install carpet over expansion joints. Expansion joints allow separate floor surfaces to expand and contract independently. In addition, do not install on any area of a floor that does not provide a stable and mechanically sound surface. This does not include cut or saw joints within a section of the floor. Non-stable/unsound substrate joint conditions must be handled in strict accordance with the appropriate architectural drawing. If no expansion joint device is specified on the drawing, the building owner, or owner's representative, must be made aware that failure to address expansion joints may result in installation failure, damage to the carpet and potential safety concerns.

**6.5 Wallbase** - When vinyl or rubber wall base is used in a carpet adhesive installation, cove base or base-with-toe is highly recommended.

**6.6 Pile Direction** - Where two or more pieces of the same carpet are adjacent, the pile direction must be the same unless otherwise specified. Uniform pile direction is not required with dissimilar carpet.

**Note:** Ideally, install carpet with the pile lay toward the entrance; but other factors, such as pattern, aesthetics and economic use of material may be considered.

**6.7 Pattern Matching** – Refer to Section 15. Consult the manufacturer for specific installation requirements and possible warranty conditions. See the CRI Technical Bulletin, “*Characteristics of Patterned Carpet*,” for additional information.

## **7. Site Conditions – All Installations**

**7.1 Subfloor Conditions** – The owner or general contractor is responsible for providing an acceptable substrate for the specified installation.

**Note:** Installing carpet prematurely before other trades have completed their work often results in problems including: appearance retention, visible damage, soiling, adhesive failure, delamination and dimensional stability. These conditions may not be immediately evident.

**7.2 Temperature and Humidity** – Carpet must be installed when the indoor temperature is between 65-95°F (18-35°C) with a maximum relative humidity of 65%. If ambient temperatures are outside these parameters, the installation must not begin until the HVAC system is operational and these conditions are maintained at least 48 hours before, during and 72 hours after completion.

**7.3 Floor Preparation** - Carpet must be installed over properly prepared substrates that are suitable for the specific product and installation method selected. All cracks, holes and flooring irregularities must be adequately repaired to ensure a smooth, finished appearance and prevent accelerated wear. Subfloors must be structurally sound and free of foreign substances that might compromise the carpet or its installation. Patching compounds must be suitable for the use application. They must be polymer-fortified and applied according to the patch manufacturer’s instructions.

**Note:** Patched areas may be porous and highly alkaline, which may prevent adequate adhesive bond. For best results patched areas should be primed.

**7.4 Concrete** - Concrete must be cured, clean and dry. Cracks, chips and joints must be properly patched or repaired.

**7.4.1 Stretch-in Installations** – It is highly recommended that the owner or general contractor have the concrete subfloor tested to determine the moisture emission rate and surface pH prior to installation

**7.4.2 Adhesive Installations** - The owner or general contractor must have concrete subfloors tested to determine the moisture emission rate and surface pH prior to installation. (See Section 7.10 )

**CAUTION:** Any concrete floor, even when adequately cured and dry, can allow moisture vapor to pass through to its surface. Depending upon the type of carpet and method of installation, the moisture emission rate greatly influences the long-term success of an installation. The use of a properly installed, uncompromised, approved moisture membrane is essential in preventing moisture migration into and through a concrete slab. (Ref. ASTM F 710)

**7.5 Wood** - Wood subfloors must be structurally sound. Subflooring, such as plywood, hardwood, particleboard, oriented strand board, or other materials, must be flooring grade and installed to manufacturer specifications. Cracks, chips and joints must be properly patched and prepared.

**7.6 Metal** - Metal floors must create a smooth, even plane, and be cleaned of grease, oil, soil and rust. Metal or raised flooring must be structurally sound and properly secured.

**Note:** Adhesives applied to bare metal surfaces can cause rapid oxidation or other chemical reactions. Bare aluminum must be sanded prior to adhesive application to remove oxidization.

**7.7 Resilient Flooring** – Installing carpet over resilient flooring may be acceptable as long as the resilient flooring is securely bonded to the substrate. Refer to section 9.2.3 for additional information on direct-glue down installations.

**Note:** Installing a second layer of finish flooring material, including some carpet types, can trap moisture and result in widespread failure, even over subfloors that previously had never shown signs of moisture or moisture-related problems.

**CAUTION:** Some sheet vinyl, resilient tile and cut-back asphalt-based adhesive may contain asbestos and/or crystalline silica. Inhaling dusts from these materials creates a cancer and respiratory system hazard. **Lacking documented evidence to the contrary, e.g., current testing, assume that these materials contain asbestos and treat them in the manner prescribed for removing floors containing asbestos.** Recommended work practices prohibit sanding, dry scraping, bead-blasting or mechanically pulverizing resilient flooring, backing or lining felt. Do not use powered devices that create asbestos dust when removing "cut-back" or asphalt-based adhesives. Removal procedures must comply with federal, state and local government agency regulations covering the removal and disposal of asbestos-containing materials (ACM).

**7.8 Carpet Over Carpet** - Carpet must not be installed over existing carpet, unless manufacturer recommendations specify otherwise. In carpet-over-carpet installations, sub-surface carpet must be clean and dry according to the IICRC S100 Standard before installation is accomplished.



**7.9 Radiant-heated Floors** – Radiant-heated floors require special consideration in the selection of carpet, carpet cushion, installation methods and adhesive.

**7.9.1** Unless absolutely certain about the location and depth of heating components, attach tackstrip and moldings using adhesive.

**7.9.2** The maximum surface temperature of radiant-heated subflooring must not exceed 85°F/29°C.

**7.10 Testing Concrete Subfloors** - Before making an adhesive-adhered installation, the owner or general contractor, or their designated testing agent, must submit to the flooring contractor a written report on the vapor emission levels and the surface alkalinity of concrete subflooring. Testing must conform to ASTM standards.

**Note:** It is recommended that qualified independent testing agencies be used for determining vapor emissions and alkalinity in the floor surface. Testing by an independent specialist to determine installation suitability is a prudent and necessary safeguard for general contractors, owners, architects, flooring products providers and installation contractors. As a minimum, testing agencies or individuals must demonstrate verifiable experience in vapor emission testing or be certified by recognized organizations, such as the Institute of Inspection, Cleaning and Restoration Certification (IICRC) or the equivalent.

**7.10.1 Moisture Vapor Emissions Testing** - Concrete floors, even with adequate curing time, can present an unacceptable moisture condition by allowing excessive amounts of moisture vapor to pass through to the surface. This can be a problem even on suspended concrete floors. Test all concrete floors for moisture emission rates using an anhydrous calcium chloride moisture test kit. This quantitative test method must be conducted carefully in strict compliance with ASTM Test Method F 1869. Moisture emission rate is measured in pounds of moisture over a 1000 ft<sup>2</sup> area during a 24 hour period. Because calcium chloride testing requires a minimum of 60 hours to conduct, proper installation planning is required. As a general guideline, an emission rate of 3.0 lbs. (1.4 kg) or less is acceptable unless otherwise specified by the carpet manufacturer.

**7.10.2 Testing for Alkalinity** - A pH range of 7-9 is satisfactory; however, a reading above 9 requires corrective measures. Perform testing in accordance with ASTM Standard Practice F-710; or consult the adhesive manufacturer for recommended testing and corrective procedures.

**Note:** The results obtained from testing reflect only the condition of the concrete floor at the time of testing. Further, it is highly recommended that the test site or building be at the same temperature and humidity expected during normal use. These conditions must be maintained 48 hrs prior to, and during testing.

**7.11 Relaxing/Conditioning Carpet** – To minimize wrinkling and buckling, and to facilitate installation, it is highly recommended that carpet be unrolled and allowed to relax in the installation area for a minimum of 24 hours at a temperature between 65-95°F (18 -35°C). Carpet must be adequately protected from soil, dust, moisture and other contaminants. To facilitate relaxation, pre-cutting carpet is recommended.

**7.12 Ventilation** - During installation, maintain fresh air ventilation using exhaust fans, and by operating the ventilation system at full capacity. Always exhaust air to the outside and avoid re-circulation. After installation, maintain fresh air ventilation for 48-72 hours at normal room temperatures by operating the ventilation or exhaust fan system at full capacity. Open doors and windows, if possible. These procedures help exhaust, dissipate and eliminate lingering odors from the installation.

**Note:** For acceptable indoor environmental quality, fresh air ventilation in commercial spaces must be maintained in accordance with current guidelines specified in ASHRAE Standard 62 published by the American Society of Heating, Refrigerating and Air Conditioning Engineers ([www.ashrae.org](http://www.ashrae.org)).

## **8. Carpet Seam Edge Preparation**

All edges that are used for seams must be properly prepared in strict compliance with carpet manufacturer recommendations.

**8.1 Trimming** – Carpet edges at seams must be trimmed using tools and techniques best suited for the carpet style (e.g., loop-pile, cut-pile, cut-and-loop pile). Trim edges far enough into the material to maintain the structural integrity of the carpet and to join edges without gaps or overlaps.

**Note:** Although “row-cutting” both edges is preferred, other trimming techniques may be more suitable on some carpet. Many carpets do not lend themselves to all methods of cutting. **Some woven carpet selvages must not be trimmed.** Contact carpet manufacturers for specific recommendations

**8.2 Sealing Edges** – Prior to seaming, both trimmed edges of the carpet sections to be joined must be sealed with an appropriate seam adhesive. Latex seam sealer or thermoplastic adhesives are acceptable. Seam adhesive must be applied in a manner that encapsulates both primary and secondary backings.

**CAUTION:** Failure to properly seal seam edges often results in:

- edge ravel
- edge delamination
- tuft loss
- seam separation
- safety concerns

**8.3 Proper Seam Characteristics** – With any seaming method, a properly constructed seam:

- has cleanly trimmed edges properly secured with seam sealer
- has tightly abutted edges without gaps or overlaps
- maintains reasonable pattern match where applicable
- will not be totally invisible

**9. Direct Glue-Down Installation**

**9.1 Relaxation/Conditioning Carpet** – Refer to Section 7.11.

**9.2 Additional Subfloor Requirements** – Subfloors must be clean, dry, and with no cracks, existing adhesives and surface irregularities that might show through the finished installation or cause premature wear. The floor must be free from contaminants that may interfere with adhesion.

**CAUTION:** Carpet, when bonded with an adhesive, follows every contour of a substrate, essentially forming a skin. Seemingly insignificant imperfections in a subfloor can become very obvious after the carpet is installed. Joints, cracks, depressions and protrusions that are not on an even, level plane may be unsightly and cause premature wear. Soil, dust, wax, oil, grease, moisture and other contaminants can prevent or otherwise destroy adhesion causing localized or widespread failure.

**Note:** While some floor preparation is “normal,” it is not the floor covering installation contractor’s responsibility to correct deficiencies in the work of other tradesmen

**9.2.1 Pressure-treated Wood** – Wood that is chemically pressure-treated to alter properties relating to outdoor exposure or flame resistance may not be a suitable substrate. Floor covering adhesives could be subject to chemical degradation when applied to these surfaces; therefore, direct-glue installations on pressure-treated wood sub floors are not recommended.

**9.2.2 Painted Surfaces** - Painted surfaces may be suitable for adhesive application; however, appropriate bond tests may be required. Contact the adhesive manufacturer for recommendations. Glossy surfaces must be abraded prior to installation.

**CAUTION:** Lacking documented evidence to the contrary, e.g., current testing, assume that all paints contain lead and treat them in the manner prescribed by existing lead abatement regulations.

**9.2.3 Resilient Floor Coverings** – It is not recommended that carpet adhesive systems be used directly over existing sheet vinyl, homogeneous or laminated solid vinyl tile, and some rubber flooring products. These materials may contain vinyl plasticizers that could migrate into the carpet adhesive and loosen the bond. Contact individual

manufacturers for specific recommendations. Direct glue-down installations over vinyl asbestos tile (VAT) and/or vinyl composition tile (VCT) are acceptable as long as all tiles are tightly adhered to the substrate and all waxes, sealers, floor finishes and other foreign materials have been removed.

**9.2.4 Terrazzo, Ceramic, Marble, Slate and Other Nonporous Surfaces** - Remove surface finishes and abrade flooring surfaces to ensure adhesion. Grout lines must be filled and flush with flooring material surface. Strict attention must be given to the "open time" recommendations of the adhesive manufacturer when adhering carpet to these surfaces.

**9.2.5 Primers** -Using primers on floor surfaces generally is not required except for sanded wood sheet products, dusty, porous or acoustical concrete surfaces. Priming cannot overcome moisture vapor emissions and must not be used for that purpose. They must be compatible with adhesives, which should be applied only after the primer is cured. Where lightweight or acoustical concrete subfloor is present, refer to manufacturer recommendations for the proper installation procedure to use before the carpet is installed.

**Note:** Subfloor primers are recommended by some manufacturers for specific carpet installations to enhance adhesion.

**9.2.6 Liquid Adhesive Removers** - There are a number of liquid adhesive removers available that effectively remove existing adhesive residue from sub-floors; however, there is evidence that some products may adversely affect the new adhesive or the new floor covering. Residues left in or on the concrete slab may cause failure of the new floor adhesive.

**9.2.7 Sweeping Compounds** - These compounds may leave residue that interferes with adhesive bonding. They must not be used prior to adhesive application. Vacuum dusty areas instead.

**9.2.8 Carpet Layout** - Layout the carpet according to the seaming diagram. Carpet must be cut 3-4 inches (75-100 mm) longer than the area measurement. Where applicable, allow for pattern repeat. Align all carpet breadths to their proper position and trim seams.

### **9.3 Floor Adhesive Application**

**9.3.1 Trowel Selection** - Select the appropriate adhesive and trowel notch configuration recommended by the carpet manufacturer and/or adhesive supplier, or refer to the list shown in Table II as a minimum.

**9.3.2 Adhesive Application** - The floor adhesive must be spread uniformly over the subfloor with an appropriate trowel, leaving ridges of sufficient height to achieve full

and complete coverage of the substrate and carpet backing, including penetration into the backing's deepest recesses. Trowel notches wear down during use. Maintain a clean and properly notched trowel throughout the installation process. After sufficient open time, the carpet must be pressed into the adhesive and rolled with an appropriate roller as specified in section 9.6.

**CAUTION:** Bond failure most often is caused by:

- inadequate adhesive application from incorrect trowel notch size and/or trowel notch configuration
- improper adhesive selection or quality
- incorrect open time
- residual curing and parting compounds
- moisture-related problem
- premature traffic or cleaning before adhesives have adequately cured

**9.3.3 Open Time** – Appropriate open time varies depending upon environmental conditions, subfloor porosity, backing system and adhesive type. Refer to the adhesive and/or carpet manufacturer for recommendations regarding open time.

**9.4 Alternative Adhesive Systems** – Alternative field-applied systems, such as spray adhesive or roll-adhesive films, are available. Refer to carpet manufacturer information whether an adhesive system is acceptable.

**9.5 Seam Adhesive (“Sealer”)** - For carpet systems that require seam sealing, an appropriate direct-glue seam adhesive must be applied to the edges trimmed for seaming and cover the thickness of both the primary and secondary backing without contaminating face yarns (See Figure 1). The seam adhesive is applied to the cut edge of one side only, that side being the first one placed into the floor adhesive. When the edges are abutted to form the seam, and while the seam adhesive still is transferable, this seals the first edge as well as the second.

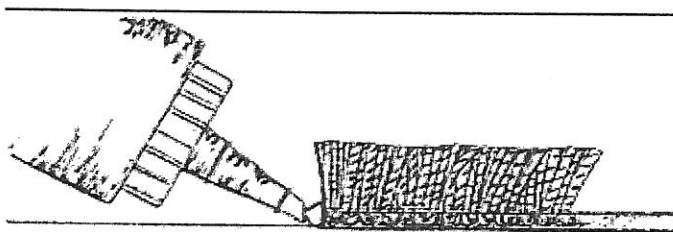


Figure 1

**9.6 Rolling** – After sufficient adhesive application and open time, the carpet must be pressed into the adhesive and rolled with an appropriate roller. Rolling must be performed with the lightest roller that achieves full and complete coverage of the substrate and carpet backing, including penetration into the backing's deepest



recesses. Refer to manufacturer recommendations for roller weight. Roll the carpet in both directions, but do not roll excessively.

- 9.7 Finishing at Wall Line** – The installation must be finished and adhered securely along the wall line with a smooth, neat appearance. It is highly recommended that carpet base, wall base with toe, baseboards or other moldings, be installed after the carpet is installed.

- 9.8 Protecting the installation** - See Section 15.

## **10. Double-Glue-Down Installation**

- 10.1 Relaxation/Conditioning Carpet** – Refer to Section 7.11. Site conditions, environmental and ventilation conditions become even more important when performing double-glue-down installations. In double-glue installations, a separate cushion is adhered to the subfloor and the carpet is glued to the cushion.

**CAUTION:** Because significant differences exist in various carpet cushions, consult with the manufacturer of the cushion, carpet and adhesive for recommendations regarding this installation method. Only materials specifically designed for this installation method may be used.

- 10.2 Preparation** – Refer to Section 6.0 and 9.0 of this Standard for floor preparation requirements.
- 10.3 Cushion installation** - Cushion must be installed in the longest continuous lengths possible with consideration to traffic patterns and carpet seam placement. Cushion seams must be at a right angle (90°) to carpet seams or offset at least six inches (150 mm). Cushion seams must be butted without compression, leaving no gaps.
- 10.4 Carpet layout** – Carpet must be cut 3-4 inches (75-100 mm) longer than the area measurement. Where applicable, allow for pattern repeat. Align all carpet breadths to their proper position and trim seams. Care must be taken to avoid cutting into cushion under seams.
- 10.5 Adhesives and Trowel Notch Sizes** - When applying cushion to floors and carpet to cushion, select the appropriate adhesive and trowel notch size recommended by the carpet, cushion and adhesive manufacturer. If recommendations are not available, refer to the general minimum guidelines in Table II. Adhesive must be spread uniformly over the cushion with the specified trowel or other application procedure. After sufficient open time, the carpet is to be pressed into the adhesive and rolled with the appropriate roller. Proper open time is critical for a successful installation.

- 10.6 **Seaming** - A variety of seaming options exist. Consult the cushion and carpet manufacturer for specific recommendations.
- 10.7 **Rolling** - Rolling must be performed with the lightest roller that achieves proper transfer of the adhesive into the carpet back. Refer to manufacturer recommendation for roller weight. Roll the carpet in both directions, but do not over roll.
- 10.8 **Protecting the Installation** - See Section 16.
- 11. **Attached-Cushion Installations**
  - 11.1 **Relaxing/Conditioning Carpet** – Refer to Section 7.11.
  - 11.2 **Carpet Layout** - Refer to Section 9.2 (Direct-Glue Installations)
  - 11.3 **Floor-Applied Adhesive Installations** - Use the floor adhesive and carpet seam adhesive recommended by the carpet or adhesive manufacturer. Also, refer to Table III. Special floor and seam adhesives are required for carpet with PVC backing.
    - 11.3.1 **Trowel Notch Size** - Refer to Table II
    - 11.3.2 **Open Time** - Adequate open time for adhesive must be allowed. Open time varies depending upon environmental conditions and the adhesive type.
    - 11.3.3 **Installation Procedures** - Seam edges must be cut with appropriate tools based on carpet manufacturer recommendations. To eliminate possible height variation at the seam, a sufficient amount of the factory edge or selvage must be trimmed. Cut edges at seams must be sealed with proper seam adhesive applied as recommended by the carpet or adhesive manufacturer. Rolling of installed carpet must be accomplished according to manufacturer recommendations.
    - 11.3.4 **Protecting the Installation** - Refer to Section 16
  - 11.4 **Pre-applied Adhesive Systems (“peel-and-stick”)** - Pressure sensitive adhesives sometimes are applied to attached-cushion backings during manufacture. Backings of this type have special floor preparation requirements. Consult the carpet manufacturer for recommended installation procedures.
  - 11.5 **Hook and Loop Technology** - This specialized installation system uses hooked tape, and a looped fabric to cover the entire underside of the carpet. The system



involves detailed and specific installation practices. Consult the carpet manufacturer for recommended installation procedures.

## 12. Stretch-in Installations

This method involves installing carpet under tension, using tackstrip fastened at all walls and other vertical abutments around the perimeter of the area. A separate cushion must be used.

### 12.1 Relaxing/Conditioning Carpet – Refer to Section 7.11.

**12.2 Tackstrip** –Tackstrip must be a minimum of one inch (25 mm) wide and ¼ inch (6 mm) thick. Architectural strip with three rows of pins, or two conventional strips with two rows of pins each, must be used for carpet with heavily-latexed backs, for most woven and Berber-style carpet, and for any carpet in rooms exceeding 30 feet (9 m) in length or width. To prevent possible injury to building occupants, the pins on tackstrip must not protrude through the carpet being installed.

Additional tackstrip installation specifications include:

- Tackstrip must be securely fastened to maintain the stretch provided by power stretching.
- Tackstrip must be placed with the pins angled toward the vertical abutment.
- The gully, or distance between the tackstrip and vertical abutments, must be slightly less than the thickness of the carpet but not exceed 3/8 inch (9 mm).
- Installing tackstrip across door openings and/or sills must be avoided.
- Tackstrip must be cut to follow the contour of door casings and other irregularly shaped abutments.
- Carpet must not be stapled to tackstrip.
- On radiant-heated floors, do not drive nails or screws into conduit or tubing.

**12.3 Separate Cushion Selection** –The cushion must conform to carpet manufacturer recommendations for the specific product being installed. Failure to follow these recommendations for cushion may void manufacturer warranties. These recommendations may differ, depending on the style and construction of specific carpet. **Cushion thickness for commercial carpet installations should not exceed 3/8 inch (10 mm).**

Separate carpet cushion must be installed in the longest continuous lengths possible, with cushion seams placed at right angles to carpet seams, or offset at least six inches (150 mm) to one side. Cushion must be trimmed flush with the inside contour of the tackstrip and securely fastened to the subfloor using staples or nonflammable cushion adhesive at all seams and around the perimeter of each

room. With the exception of fiber cushions, seams also must be secured with appropriate cushion tape.

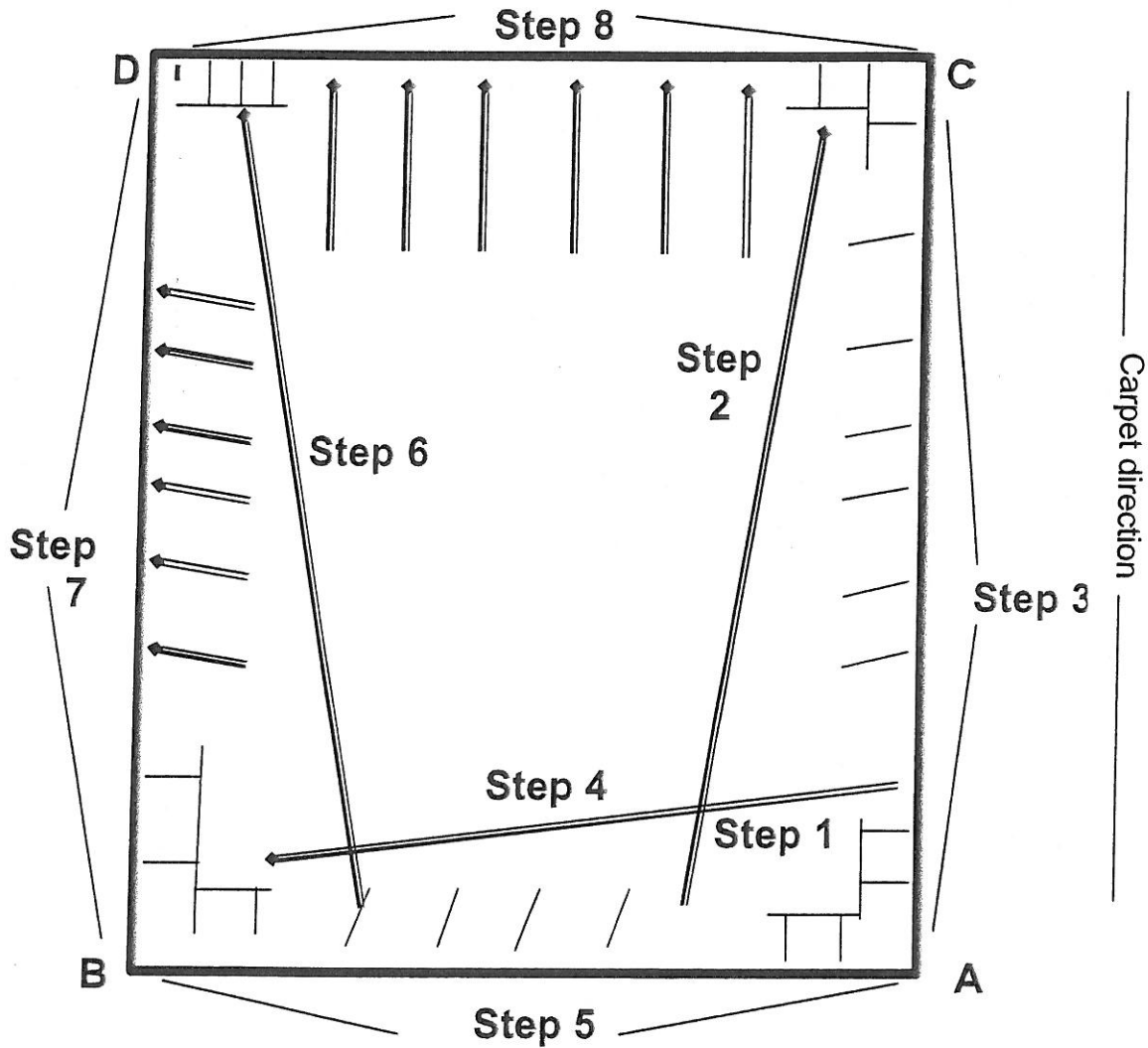
**12.4 Seaming** – The seaming method depends upon the carpet's construction and backing type. Always follow manufacturer recommendations for seaming. Common seaming methods include:

- hot-melt tape
- hand sewing
- tape and latex
- conductive tape

**12.5 Power Stretching** – Carpet must be properly power-stretched and firmly hooked onto tackstrip following the eight-step procedure described in Figure 2.

## FIGURE 2 - Stretch Diagram for Tufted Carpet

In the absence of carpet manufacturer stretch recommendations, use the diagram below.



- Step 1 - Hook onto tackstrip, approximately three feet in both directions, along corner A.
- Step 2 - Power stretch at approximately 15° angle from wall A-B and hook onto tackstrip at corner C.
- Step 3 - Hook and secure onto tackstrip with knee kicker along wall from A to C.
- Step 4 - Power stretch at approximately 15° angle from wall A-C and hook onto tackstrip at corner B.
- Step 5 - Hook and secure onto tackstrip with knee kicker along wall from A to B.
- Step 6 - Power stretch at approximately 15° angle from wall A-B and hook onto tackstrip temporarily at corner D.
- Step 7 - Power stretch from wall A-C and hook along wall from B to D.
- Step 8 - Power stretch straight from wall A-B and hook onto tackstrip along wall from C to D.

**12.5.1 Using a Power Stretcher Is Mandatory.** Devices used as a substitute for, or an attachment to a power stretcher that penetrates through the carpet backing may cause injury, damage carpet or subfloors, or result in inadequate stretch. Such devices are not acceptable.

**CAUTION:** Failure to power stretch a carpet may result in:

- wrinkling and buckling over time
- localized damage to the carpet
- delamination

**12.5.2 Amount of Stretch** – Due to the difference in carpet backing types, manufacturer recommendations for carpet stretch must be followed. In the absence of specific recommendations, tufted carpet with synthetic backing should be stretched 1% to 1½% in length and in width.

**Note:** Slightly less stretch applied to the carpet's width compared to its length usually lessens the tendency for seam-peaking.

**Note:** Wrinkles and buckles most often are caused by: failure to adequately stretch carpet using a power stretcher, using inappropriate cushion, adverse temperature and humidity conditions, or inadequate conditioning time.

**12.6 Finishing at Wall Line** – The installation must be finished along the wall line, leaving a smooth, neat and secure transition. Carpet must be trimmed without damaging baseboards or moldings, leaving sufficient material for backing to be securely tucked into the gully without protruding face or backing yarns.

**Note:** Minor scratching of surface finish on baseboards and moldings may be unavoidable during the tucking process.

**Note:** For patterned carpet, care must be exercised to ensure pattern alignment along walls. The use of a power stretcher, stay-nails and a "dead man" may be necessary to achieve proper pattern match at seams and alignment along walls.

**12.7 Transition Molding** – Where carpet meets other floor coverings, edges must be adequately protected with an appropriate transition molding.

**Note:** Carpet placed into transition moldings may require edge sealing to prevent raveling.

## **13. Carpet on Stairs**

**13.1 Preparation** - Stair nosing and return must be rounded  $\frac{3}{4}$  -1 inch (19 to 25 mm) to prevent sharp stair edges from cutting carpet and/or cushion, and to provide proper carpet contact for adhesive installations. When carpet is installed over a separate cushion, the cushion must extend over the stair nose.

**13.2 Stretch-in Installation** - Tackstrip is to be installed on each tread. Pins on the tread must point toward the riser. On a waterfall-type stair installation, tackstrip is to be installed on risers also. Pins on risers point down to the tread. The gully between strips must be slightly less than double the carpet thickness. Where a turned finish is desired, tackstrip and cushion are about  $1\frac{1}{2}$  inches (38 mm) less than the carpet width, to allow for a turn under on each side of the stairs. Some stairs require tackstrip on the sides to maintain the proper tension. When using a cap-and-band or upholstered technique, tackstrip is not used on riser.

**Note:** When staples are used in upholstering carpet on stairs, care must be taken to separate pile yarns to avoid trapping yarns, resulting in visible distortion.

**13.3 Glue-down Installation** - Carpet on stair treads and risers must be installed using appropriate adhesive. Stairs without a return (nosing) can be installed as one piece over the tread and riser. Stairs with a return must be cut and installed with the tread and riser being separate pieces.

**13.3.1 Carpet Direction** –It is highly recommended that carpet be installed parallel to length of stairs.

**Note:** Most manufacturers recommend carpet pile direction run up the stairs.

## **14. Carpet Modules**

Carpet manufacturer recommendations about application, squareness and location of working chalk lines must be followed precisely. Modular carpet must be installed on 90° formats, with corners aligned according to manufacturer specifications.

**14.1 Joints** - Modules in the completed installation must be snugly joined. Continually check that modules are being joined with correct firmness. To ensure proper spacing when installing carpet tiles, measure the distance covered by 11 modules (10 joints) installed on the floor with no visible gaps, peaks or overlaps. This distance should be in compliance with manufacturer specifications for the particular product being installed. Care must be taken to not trap yarn between modules.

**14.2 Adhesive Application** - Follow manufacturer's recommendations. Generally, a thin film of pressure-sensitive adhesive is used to prevent lateral movement of modules.

## **15. Patterned Carpet Installations**

**15.1 Uninstalled Patterned Carpet** - Carpet is a textile fabric subject to inevitable processing variations in the four pattern conditions: bow, skew/bias, repeat variations and trueness of edges. Measurement of these four conditions is performed on an uninstalled breath of carpet. Although individual manufacturers have tolerances to which their patterned products must conform, there are no industry standards for carpet pattern variations.

**15.2 Understanding Carpet Manufacturer Tolerances** – A successful patterned carpet installation requires a thorough understanding of patterned carpet characteristics by designers, specifiers, and all others involved with carpet selection and installation. Carpet is a textile fabric subject to inevitable process variations, which are more critical when patterns are involved. Most manufacturers provide established tolerances and specific installation instructions for their patterned goods, although most do not guarantee exact pattern match. Skilled, responsible and competent craftsmen, who are experienced in the installation of patterned carpet, can effectively make adjustments within manufacturer tolerances to provide a successful installation. To assist this process, manufacturer tolerances must be clearly understood, communicated and agreed upon by all parties prior to the specification, bid, purchase and installation. There always must be an understanding about the additional carpet that must be allowed for pattern match.

Factors affecting an acceptable pattern match on the job site include, but are not limited to: the method of installation, the condition and levelness of the floor and the type of carpet backing system selected. It is imperative that all parties agree upon realistic levels of expectation before the carpet is installed.

Installation of patterned carpet requires more time and expertise, often requiring the use of power stretchers and additional staffing, thus affecting the cost of installation.

**15.3 Pattern Size Selection** - Selecting larger patterns will facilitate matching ease.

**15.4 Patterned Carpet Installation Methods** - Generally, patterned carpet may be installed by all installation methods. Consult the carpet manufacturer for restrictions.

**15.5 Seaming Diagram** - The seaming diagram must reflect the desired pattern direction and balance within the area (6.1).

**15.5.1 Patterned Carpet in Corridors** - It is highly recommended that carpet with width-wise linear patterns not be installed breath-to-breath along the length of a corridor

**15.6 Roll Sequence** - Sequence carpet cuts working from the longest measured repeat gradually down the shortest repeat within the dye lot. Roll sequencing information is available from the carpet manufacturer.



**15.7 Carpet Layout** – Carpet must be laid out according to the seaming diagram. When possible, carpet must be unrolled and allowed to relax before installation. Pre-cutting of carpet is recommended.

**15.8 Seaming** – Refer to Section 8.

**15.9 Pattern Adjustment** - Pattern adjustment during installation is possible and should be anticipated.

**15.10 Pattern Alignment** - Match the pattern at the midpoint of the seam's length. Work from the seam's midpoint to the seam ends. Bring the pattern into register using appropriate tools that might include:

- power stretcher
- knee kicker
- dead man
- "dry" lines
- stay nails
- mini-stretcher with seam repair attachment ("crab stretcher")

## **16. Protecting Indoor Installations**

**16.1 Curing Adhesives** – It is highly recommended that traffic over field-applied adhesive installations be restricted for a minimum of 24-48 hours to allow adhesives to cure properly. Premature trafficking can cause installation failure. Restrict carpet exposure to water from cleaning or other sources for a minimum of 30 days.

**16.2 Materials for Protection** - If required to protect the finished floor covering from soil or paint, or if additional work is to be done after the installation, cover it with a non-staining building material paper. Protect the installation from rolling traffic by using sheets of hardboard or plywood in potentially affected areas

**CAUTION:** Do not place plastic sheeting over any carpet installation because it may present a slip hazard and may leave residues that result in rapid soiling after removal. In addition, it may trap moisture, which may promote mold growth, and retard adhesive curing.

**16.3 Maintain Temperature** – Do not allow the temperature of indoor carpeted areas to fall below 50° F (10° C), regardless of the age of the installation.

**17. Outdoor Carpet and Synthetic Turf Installation** - Outdoor carpet installed with adhesives creates conditions quite different from those encountered indoors. Both

carpet and adhesive are subjected to extreme weather and traffic. Further, installation surfaces are much more varied and often are uneven.

**Note:** Installing artificial turf on athletic fields is a highly specialized procedure and is outside the scope of this standard. Consult the manufacturer for specific installation instructions.

- 17.1 Carpet Selection** - Carpet to be installed outdoors must be of the construction, and backing and fiber type recommended for outdoor use.
- 17.2 Site Conditions** - All installation surfaces must be clean, dry, sound, cured, smooth and have adequate drainage. Temperature during installation must be a minimum of 55°F (13°C) and a maximum of 95°F (35°C).
  - 17.2.1 Concrete** - Concrete surfaces must be clean, dry and free from excess alkalinity. Wax must be removed, and painted surfaces must be sanded thoroughly and cleaned before installation.
  - 17.2.2 Wood** - Painted wood surfaces must be roughened prior to installation. Slotted wood surfaces must be covered with an outdoor-grade plywood and primed with a primer that is compatible with the adhesive selected. Waxed or oiled wood surfaces present special problems and require resurfacing. Adhesive installations over pressure-treated lumber generally are not recommended. Contact the adhesive and carpet manufacturer for recommendations.
  - 17.2.3 Metal** - Metal surfaces must be cleaned of grease, oil, soil and rust, and they must be properly primed. Painted metal surfaces must be rough-sanded, with loose paint removed. Aluminum surfaces should be sanded immediately before applying adhesive.
  - 17.2.4 Terrazzo, Ceramic, and Marble** - These surfaces must be clean and dry with all finishes removed.
  - 17.2.5 Slate and Brick** - These surfaces may be too rough and uneven for most outdoor installations and may require refinishing and leveling before installing carpet.
  - 17.2.6 Asphalt** - Asphalt surfaces must be clean, dry, free from excessive oil and grease, and in good condition. New asphalt must be cured for at least 30 days, or longer, depending upon weather conditions. Follow adhesive manufacturer's recommendation.
  - 17.2.7 Swimming Pools** - Regardless of the surface encountered, indoor swimming pools should be drained and dry before installing outdoor carpet. Outdoor pools must not be used during carpet installation. Fungus or algae must be removed from the surfaces to be covered. Indoor pool areas must be ventilated, to reduce excess humidity.

**17.3 Backing Materials** - The backing material present is critical in the installation of outdoor carpet. Outdoor carpet backings are classified as follows:

- fabric - polypropylene, either woven or nonwoven
- vinyl - unitary or foam (require special adhesives)
- polyurethane - unitary or foam, either smooth or patterned
- latex rubber - smooth, foam waffle, or diamond shape

**CAUTION:** Using the correct adhesive greatly enhances the success of an outdoor installation. When the backing material is unknown, or if doubt exists, contact the carpet manufacturer for positive identification.

**17.4 Adhesives** - Adhesive selection is very important. Carpet backings and substrates must be compatible with the adhesive. Recommended adhesives for outdoor installations are:

- Solvent-based – These adhesives also are referred to as “all-weather” carpet adhesives. These adhesives are preferred for outdoor installations. They can be applied in a wide range of weather conditions and are water resistant. Some contain flammable solvents and should only be used outdoors. Consult the adhesive manufacturer for recommendations.
- Latex (Water)-based – These adhesives must be formulated for outdoor use. Avoid applying them in damp, humid, or extreme cold or hot conditions.

**CAUTION:** Regardless of type, some adhesives may not be compatible with all carpet backings.

**17.5 Layout** - All outdoor carpet must be unrolled and allowed to relax at least one hour before installation. This must take place when the temperature is between 55°F and 95°F (13°C and 35°C). Carpet must be pre-cut for the area to be covered, allowing for required trimming. Seams must be kept to a minimum and run with the traffic pattern when possible. Knee-kickers may be used to position the carpet properly, but they must be used with caution. Where seams are required, be certain that the pile lay runs in the same direction on both sides of the seam.

**17.6 Edge seaming** - A bead of seam adhesive must be applied to all seam edges of tufted outdoor carpet, as well as all exposed edges (See Section 8.5). Needlepoint carpet normally does not need exposed edges sealed; however, refer to manufacturer's recommendations.

**17.7 Rolling** - Generally, outdoor carpet requires rolling after installation. The size and weight of the roller should be specified by either the carpet or adhesive manufacturer.

**17.8 Finishing** – Brush all seams and trim protruding pile tufts. Excess adhesive must be removed carefully with a suitable safety solvent recommended by the adhesive manufacturer.

**Note:** For indoor installation of outdoor carpet, follow the procedures outlined in Section 8, except where outdoor conditions may also exist, such as indoor swimming pools, health spas, and indoor-outdoor patios. Do not use flammable adhesives for any indoor installation.

## Appendices

Table I

**Adhesives – Common Types Used in Carpet Installation**

**A. Carpet Floor Adhesives**

1. **Latex Adhesive:** For installing carpet, excluding those with vinyl backing. Refer to carpet manufacturer for adhesive grade recommendation for specific backings and uses.
2. **Vinyl-Back Carpet Adhesive:** Adhesive specifically formulated for permanent installation of vinyl back carpet.
3. **Modular-Carpet Adhesive:** Pressure sensitive type adhesive for releasable installation of modular carpets. Note: Always consult manufacturer for proper type adhesive.
4. **All-Weather Carpet Adhesive:** Water resistant adhesive for installations of carpet designed for outdoor use. Refer to adhesive manufacturer for adhesive grade recommendation for specific backings.
5. **Polyurethane Carpet Adhesive:** For installing specific polyurethane backings. Refer to adhesive manufacturer.
6. **Contact Adhesive:** Used for bonding various carpet edge moldings to a substrate. It can be used for adhering carpet to difficult or irregular surfaces.

**B. Carpet Seaming Adhesives (Seam Sealer)**

1. **Glue-Down Seam Adhesive:** Produced in either solvent base (contact type) or solvent free formulations. May be synthetic latex based.
2. **Vinyl-back Seam Adhesive:** Solvent-based (chemical weld) or solvent-free (mechanical bond).
3. **Latex Seam Adhesive:** For applying seaming tapes, reinforcing sewn seams, sealing trimmed edges prior to "hot melt" seaming, securing binding, etc.
4. **Hot melt seam adhesive:** A thermoplastic adhesive used for adhesive or stretch-in applications.

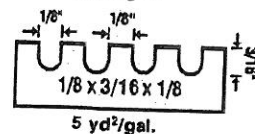
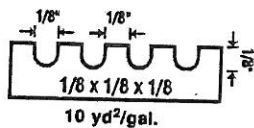
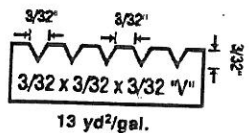
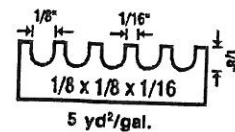
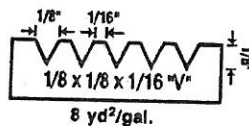
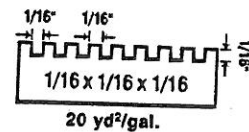


Table II

Trowel Size – Minimum Guidelines				
Direct Glue Down				
	Trowel Size (in inches*)			
Type Carpet Back	Notch Width	Notch Depth	Space Between	Notch Shape
Polypropylene, woven mesh	1/8	1/8	1/16	V
Secondary	1/8	1/8	1/8	U
Unitary, no secondary fabric	1/8	1/8	1/16	V
	1/8	1/8	1/8	U
Woven carpet	1/8	1/8	1/16	V
	1/8	1/8	1/8	U
Non-woven	Refer to manufacturer recommendations			
Hot-melt polymer	1/8	1/8	1/16	V
Woven jute secondary	3/32	3/32	3/32	V
Attached cushion	3/32	3/32	3/32	V
Vinyl-backed broadloom	3/32	3/32	3/32	V
Modular carpet tiles	Refer to manufacturer recommendations			
Double Glue-Down				
Cushion to floor	1/16	1/16	1/16	┐
Carpet to cushion:				
-smooth back carpet	1/8	1/8	1/16	U
-rough back carpet	1/8	3/16	1/8	U

**Notes:** The above guidelines should only be used when specific recommendations are not available from the carpet manufacturer and/or the adhesive supplier. Rough, porous concrete surfaces and heavily textured carpet backs often require trowels with deeper notches than listed above.

Actual size trowel notch and reasonable expected spread rate.

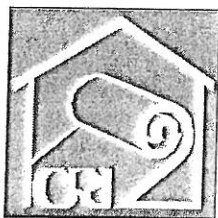


## Guidelines for Maintaining Indoor Air Quality During Carpet Installation

- Consumers always should ventilate with fresh air during all phases of installation. This includes exhausting to the outside and avoiding re-circulation. Most emissions from the installation dissipate quickly with adequate air exchange and ventilation.
- Vacuum old carpet thoroughly before removal to minimize the amount of dust particles.

Note: When selecting a new vacuum cleaner, look for units bearing the CRI Indoor Air Quality Program "Green Label." This label identifies vacuums that have been tested and meet minimum standards for dust containment, soil removal, and carpet appearance retention.

- Vacuum the floor immediately after old carpet and cushion have been removed.
- Continue operating the ventilation system at normal room temperature for up to 72 hours after installation. If possible, open doors and windows to increase fresh airflow.
- If carpet is to be glued to the floor, use a low-emitting floor covering adhesive. Low-emitting floor covering adhesives may be identified by the CRI Adhesive Program label on the container, or by contacting CRI as indicated below.
- If occupants consider themselves unusually sensitive to chemicals, they may wish to avoid the area or leave the premises while the old carpet is being removed and the new carpet installed.
- If possible, unroll the new carpet in a well-ventilated area for 24 hours or more before installation.



Look for and purchase carpet, carpet cushion and floor covering installation adhesive products that display the Carpet and Rug Institute (CRI) Indoor Air Quality label. These three indoor air quality testing programs identify the products that have been tested and meet stringent indoor air quality requirements for low emissions. For further information on these programs, plus the CRI vacuum cleaner testing program, contact CRI at 800-882-8846 or visit our website at [www.carpet-rug.com](http://www.carpet-rug.com).

## DEFINITIONS OF TERMS

- adhesive** – A substance that dries to a film capable of holding materials together by surface attachment. [Applying adhesive to the floor normally is accomplished with a trowel, airless spray, or roller.]
- adhesive transfer** – When installing carpet, the degree of coverage and/or penetration of the applied adhesive into the back of carpet, while maintaining full coverage of the floor. [The degree of coverage may be influenced by adhesive type, method of installation, open assembly time and other factors.]
- alkali** – A soluble substance with basic properties and having a pH greater than 7.
- attached cushion** – Cushion material permanently bonded to the back of carpet and rugs by the manufacturer.
- Axminster carpet** – Carpet woven on an Axminster loom. Pile tufts are inserted individually from a variety of colored yarns arranged on wide spools, making possible the production of carpet and rugs in complex designs with many colors, such as Oriental design.
- baseboard** – A board skirting the lower edge of a wall, covering the joint of the wall and the adjoining floor.
- birdcage** – Common term used to describe the end of a stair rail where the banisters are curved in a spiral to form a newel post.
- bow** – see pattern bow
- bullnose** – Common term used for an elongated (wider) step rounded at one or both side ends .
- carpet cushion** – Material placed under carpet to provide resiliency, support, and noise absorption. Also referred to as carpet lining, padding, or underlay, although “carpet cushion” is the preferred industry term.
- conditioning** – The process of allowing the carpet to relax or acclimate to the environment into which it is to be installed.
- crab stretcher** – Hand device used for stretching carpet in a confined area and aligning patterns where a power stretcher cannot be used and is not practical. Also used for removing fullness at seams and closing gaps at seams.
- custom carpet** – A carpet or rug manufactured in a special size, shape, color, design, or width by a tufted or woven manufacturing process.
- dead man** – A device used in carpet installation to provide a point of resistance for facilitating stretching procedures. Construction is a board with strips of tackstrip attached to the bottom side.
- direct glue down** – An installation method whereby the carpet is adhered to the floor.
- double glue down** – An installation method whereby the carpet cushion is first adhered to the floor, and the carpet is then adhered to the cushion.
- dry line** – A length of line or cord, which is stretched over carpet and used to aid in pattern alignment; lasers also may be used in this capacity.

- gully** – The distance between the tackstrip and the wall. A gully should always be slightly less than the thickness of the carpet and not exceeding 3/8 inch.
- knee-kicker** – An installation tool designed to position carpet and move it onto the tackstrip. [NOTE: With the exception of stair installation, knee-kickers should only be used for positioning and hooking the carpet onto the tackstrip and not for stretching carpet. A power stretcher should always be used for stretching carpet during installation. See definition of power stretcher.]
- knitted carpet** – Carpet produced in a fabric formation of interlacing yarns in a series of connected loops by the use of needles. Pile and backing are produced simultaneously. Multiple sets of needles interlace pile, backing, and stitching yarns in one operation.
- modular carpet** – Carpet squares, often 18 inches by 18 inches (457 x 457 mm) each but also available in other sizes, with or without attached cushion backing. Also referred to as "carpet tiles."
- molding** – A wooden, metal, vinyl, or plastic strip, either quarter round or shoe molding, attached to the bottom of a baseboard or wall to cover the joint between wall and floor or to cover raw edges of carpet at doorways or where carpet abuts another type of floor covering. There are two basic types: 1) Applied before – Shapes put in place before carpet is installed and carpet is fitted to them, commonly called "gripper bar"; 2) Applied after – Shapes put in place on top of installed carpet commonly called "binder bar."
- open time** – The time interval between the spreading of adhesive on a substrate and the appropriate placement of a floor covering material into the adhesive for bonding.
- patching** – Floor preparation process of filling holes, cracks, breaches, etc., in a floor substrate prior to installation of carpet
- pattern bow** – A distortion visible as wavy or crooked pattern lines when viewed across carpet width.
- pattern elongation** – A variation of cumulative pattern measurements from one breadth to the next. Often referred to as "pattern run-off" or "repeat variation." [Sequencing of cuts minimizes effects.]
- pattern skew** – A distortion visible when the pattern on one side is slightly ahead of the pattern on the other side. Skew, or bias, describes pattern squareness.
- pH** – A value representing the concentration of hydrogen ions in gram equivalents per liter used to indicate the acidity or alkalinity of a substance on a scale from 0 to 14 with 7 representing neutrality, numbers less than 7 increasing acidity, and numbers greater than 7 increasing alkalinity. [Laboratory and field testing for pH must be done with distilled water.]
- power stretcher** – A carpet installation tool used to stretch carpet for installation on the tackstrip. Consists of a pinned plate that grips the carpet, tubular extensions, a padded end used to brace against an opposing wall or other structure, and a lever system that multiplies the installer's applied stretching force.
- quarter-round** – Wooden or plastic molding with a cross section that is a 90° arc of a circle. Used as joints between walls and floors or between larger moldings and floors.
- relax** – See "conditioning."
- restretch** – Stretching installed carpet after original installation to remove wrinkles and bubbles or to correct loose fit.

- riser** – The upright part of a step between two stair treads.
- seam** – In a carpet installation, the joints or interface of two pieces of carpet by the use of various securing techniques.
- seam adhesive** – A specifically formulated adhesive for securing cut edges of carpet to be seamed.
- seam peaking** – The slight elevation of taped seams, which usually renders the seam more visible, resulting from stretching of the carpet. [Sometimes referred to as “seam stress realignment” peaking is a natural and sometimes unavoidable condition and not the result of a manufacturing or installation defect. For additional information, refer to CRI Technical Bulletin “Peaking Seams in Stretch-In Carpet Installations.”]
- seam sealing** – Common term used to describe the application of seam adhesive to secure cut edges of carpet to be seamed.
- seaming tape** – Fabric tape used for joining two sections of carpet. [“Hot melt” tape is pre-coated with a thermoplastic adhesive. Adhesives may be applied separately to other types of seaming tapes.]
- secondary backing** – Woven or non-woven fabric reinforcement laminated to the back of tufted carpet, usually with an adhesive, to enhance dimensional stability, strength, stretch resistance, and ease of handling.
- selvage (selvedge)** – The lengthwise, factory-finished edge portion of a carpet.
- shoe molding** – Wood or plastic strip with one corner edge rounded slightly. Used to conceal joints between walls and floors or between larger moldings and floors
- stair nosing** – Material used to cover the nose of a stair when stairway is not upholstered. Commonly used to demarcate the edge of a stair in restaurants, theaters, etc.
- stay nailing** – A temporary fastening of carpet to the floor to prevent movement until permanent fastening with tackstrips, adhesives, or other means is possible.
- stretch-in** – Installation method whereby carpet is placed over separate carpet cushion and is secured in place, under tension, using a power stretcher.
- tackstrip** – Wood or metal strip fastened to the floor near the walls of a room, containing either two or three rows of pins angled toward the walls on which the carpet is stretched and secured in a stretch-in installation. (Also referred to as “tackless strip”)
- telegraphing** – The gradual appearance of irregularities, imperfections, or patterns from a substrate onto the surface of the carpet or other floor covering.
- textile floor covering** – General description used for carpet, rugs, etc.
- threshold** – The raised material beneath a door. Also known as a “door sill” or “saddle.”
- tread** – The upper horizontal part of a stair.
- trowel** – Hand implement used for metering and spreading adhesive to the floor or other substrate.

**trueness of edge** – lengthwise pattern bow. It is generally measured as maximum deviation from a straight line, over a fairly long distance, between common pattern points along the edge of the carpet at or very close to where the edge will be trimmed for seaming.

**tufted carpet** – Carpet manufactured by the tufting process. Pile yarns are inserted into a primary backing fabric by rows of eyed needles.

**unitary carpet** – Carpet backcoated with high performance, often impermeable compound that yields increased tuft bind properties with or without the addition of secondary backing.

**VOC** – Abbreviation for Volatile Organic Compound.

**velvet carpet** – 1) Carpet woven on a velvet loom; typically cut pile or level loop in solid or tweed colorings, though textured and patterned effects are possible; 2) Common term for cut pile “plush” carpet.

**vinyl plasticizer** – A substance incorporated into polyvinyl chloride polymer to increase flexibility, workability, or distensibility (capable of being extended).

**wall base** – Various finished trim materials, carpet, resilient, wood, or other, attached at the base of a vertical surface.

**Wilton carpet** – Carpet woven on a loom equipped with a Jacquard mechanism, which utilizes a series of punched cards to select pile height and yarn color. May be cut pile or loop pile or combination.

**woven carpet** – Carpet produced on a loom. The lengthwise (warp) yarns and widthwise (weft or filling) yarns are interlaced to form the fabric. Carpet weaves, such as Wilton, Axminster and velvet, are complex, often involving several sets of warp and filling yarns for the pile and backing.





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

State of West Virginia  
Request for Quotation

Proc Folder: 33026

Doc Description: ADDENDUM NO.1 - Dept of Admin.-Purchasing-Bldg. 15 carpet

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2014-09-04	2014-10-09 13:30:00	CRFQ 0213 PUR1500000002	2

**BID RECEIVING LOCATION**

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

**VENDOR**

Family Carpet Outlet Inc.  
6720 MacCorkle Avenue  
St. Albans, WV 25177

**FOR INFORMATION CONTACT THE BUYER**

Debbie Watkins

(304) 558-3568

debbie.a.watkins@wv.gov

Signature X

*Mark J. Porth*

FEIN #

55-0690743

DATE

10-30-2014

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

INVOICE TO		SHIP TO	
ADMINISTRATIVE SECRETARY DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV25305 US		ADMINISTRATIVE SECRETARY DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Supply and Install Carpet	1.00000	LS	42,950.00	42,950.00

Comm Code	Manufacturer	Specification	Model #
30161701			

**Extended Description :**

Supply and install modular carpet tiles on both floors of building 15.

# SOLICITATION NUMBER: PUR1500000002

## Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as DEP16402 ("Solicitation") to reflect the change(s) identified and described below.

### Applicable Addendum Category:

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

### Description of Modification to Solicitation:

1. Contact information provided by the State's automated purchasing system is incorrect. All communication regarding this solicitation should be directed to:  
Buyer: Melissa Pettrey  
Phone: 304-558-0094  
Fax: 304-558-4115 – vendors should not fax bids to this number.  
Email: [Melissa.k.pettrey@wv.gov](mailto:Melissa.k.pettrey@wv.gov)

Unless approved by the West Virginia Purchasing Division, no communication regarding this solicitation may be directed to Debbie Watkins prior to award.

2. The bid opening remains 10/09/2014 at 1:30 p.m.

**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.: PUR1500000002**

**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 checked="" type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input checked="" type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input checked="" type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input checked="" 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.

*Family Carpet*

Company

*Mary. Path*

Authorized Signature

*10-30-2014*

Date

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



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

State of West Virginia  
Request for Quotation

Proc Folder: 33026

Doc Description: ADDENDUM NO.2 - Dept of Admin.-Purchasing-Bldg. 15 carpet

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2014-09-25	2014-10-16 13:30:00	CRFQ 0213 PUR1500000002	3

**BID RECEIVING LOCATION**

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

**VENDOR**

V

Family Carpet Outlet Inc.  
6720 MacCorkle Avenue  
St. Albans, WV 25177

**FOR INFORMATION CONTACT THE BUYER**

Debbie Watkins

(304) 558-3568

debbie.a.watkins@wv.gov

Signature X

*Maury P. Potts*

FEIN #

55-0690743

DATE

10-30-2014

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

INVOICE TO		SHIP TO	
ADMINISTRATIVE SECRETARY DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV25305 US		ADMINISTRATIVE SECRETARY DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Supply and Install Carpet	1.00000	LS	42,950.00	42,950.00

Comm Code	Manufacturer	Specification	Model #
30161701			

**Extended Description :**

Supply and install modular carpet tiles on both floors of building 15.

**SOLICITATION NUMBER:**  
**Addendum Number: PUR1500000002**

---

The purpose of this addendum is to modify the solicitation identified as PUR1500000002 ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:** See attached:

1. A site visit has been scheduled for Wednesday, 10/01/2014 at 10:00 am. For vendors to measure the project area. No questions will be answered at that time.
2. The question deadline has been extended from 09/29/2014 to 10/03/2014.
3. The bid opening has moved from 10/09/2014 to 10/16/2014. The bid opening time remains at 1:30 pm.

**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.



## SIGN IN SHEET

Request for Proposal No. **PUR1500000002**  
Procurement Folder 33026

PLEASE PRINT

Page 1 of 2Date: 9-25-14

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Andrews Floor Covering</u>	<u>505 Central Ave</u>	PHONE <u>304 343-5586</u>
Rep: <u>Linda Kelly / Scott Meadows</u>	<u>Charleston, WV 25302</u>	TOLL FREE
Email Address: <u>andrewsfloorandwall@hotmail.com</u>		FAX <u>304 345-5706</u>
Company: <u>Professional Floor Laid Co.</u>	<u>4610 Travis Valley Rd</u>	PHONE <u>884-757-8911</u>
Rep: <u>Roger B. Biss</u>	<u>Scott Depot W.Va.</u>	TOLL FREE <u>304-545-8911</u>
Email Address: <u>LVPDPROFLOOR@aol.com</u>	<u>25213</u>	FAX
Company: <u>Nitro Carpet Outlet</u>	<u>201 New Bott Mt Rd.</u>	PHONE <u>304-769-0495</u>
Rep: <u>Cynthia Hale</u>	<u>Cross Lanes, WV 25313</u>	TOLL FREE
Email Address: <u>CindyHale6161@gmail.com</u>		FAX <u>304-769-0495</u>
Company: <u>Carpet Gallery</u>	<u>3716 B. MacCorkle Ave S.E.</u>	PHONE <u>(304) 925-7799</u>
Rep: <u>John Nikbeen</u>	<u>Charleston WV 25304</u>	TOLL FREE
Email Address: <u>JNikbeen@aol.com</u>		FAX <u>(304) 926-8122</u>
Company: <u>Family Carpet</u>	<u>6720 MacCorkle Ave</u>	PHONE <u>304-541-4827</u>
Rep: <u>Mark Porter</u>	<u>St. Albans, WV 25177</u>	TOLL FREE
Email Address: <u>FamilyCarpet@aol.com</u>		FAX <u>304-766-9190</u>

# SIGN IN SHEET

Request for Proposal No. **PUR1500000002**  
Procurement Folder 33026

PLEASE PRINT

Page 2 of 2

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

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>WV Purchasing Division</u>		PHONE <u>304-558-2544</u>
Rep: <u>Tara Lyle</u>		TOLL _____
Email Address: <u>tara.l.lyle@wv.gov</u>		FREE _____
		FAX <u>304-558-4115</u>
Company: _____		PHONE _____
Rep: _____		TOLL _____
Email Address: _____		FREE _____
		FAX _____
Company: _____		PHONE _____
Rep: _____		TOLL _____
Email Address: _____		FREE _____
		FAX _____
Company: _____		PHONE _____
Rep: _____		TOLL _____
Email Address: _____		FREE _____
		FAX _____
Company: _____		PHONE _____
Rep: _____		TOLL _____
Email Address: _____		FREE _____
		FAX _____



**CARPET** *gallery*

*Carpet, Area Rugs,  
Fabric, Wallpaper*

**John Nikbeen**

*Fine Quality Carpet*

3716B McCorkle Ave. SE  
Charleston, WV 25304

☎ 304 925-7799

☎ 304 926-8122

Master Carpet Technician  
member F.C.I.T.S.

**Linda Kelly**  
Co-Owner / President

505 Central Avenue  
Charleston, WV 25302

304.343.5586

304.345.5706

[andrewsfloorandwall@hotmail.com](mailto:andrewsfloorandwall@hotmail.com)

[www.andrewsfloorcovering.com](http://www.andrewsfloorcovering.com)

**Andrews Floor & Wall Covering**

Est. 1950

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: PUR1500000002**

**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.

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(Check the box next to each addendum received)

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*Family Carpet*

\_\_\_\_\_  
Company

*Man Path*

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

*10-30-2014*

\_\_\_\_\_  
Date

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



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

State of West Virginia  
Request for Quotation

Proc Folder: 33026

Doc Description: ADDENDUM NO.3 - Dept of Admin.-Purchasing-Bldg. 15 carpet

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2014-09-25	2014-10-16 13:30:00	CRFQ 0213 PUR1500000002	4

**BID RECEIVING LOCATION**

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV

25305

US

**VENDOR**

Vendor Name Address and Telephone Number:

**Family Carpet Outlet Inc.**  
**6720 MacCorkle Avenue**  
**St. Albans, WV 25177**

**FOR INFORMATION CONTACT THE BUYER**

Debbie Watkins

(304) 558-3568

debbie.a.watkins@wv.gov

Signature X

*Maed/ Path*

FEIN #

*55-0690743*

DATE

*10-30-2014*

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

INVOICE TO	SHIP TO
ADMINISTRATIVE SECRETARY DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV25305 US	ADMINISTRATIVE SECRETARY DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Supply and Install Carpet	1.00000	LS	42.950 <sup>00</sup>	42,950 <sup>00</sup>

Comm Code	Manufacturer	Specification	Model #
30161701			

**Extended Description :**

Supply and install modular carpet tiles on both floors of building 15.

<b>PUR1500000002</b>	<b>Document Phase</b> <b>Draft</b>	<b>Document Description</b> ADDENDUM NO.3 - Dept of Admi n.-Purchasing-Bldg. 15 carpet	<b>Page 3</b> <b>of 3</b>
----------------------	---------------------------------------	--	------------------------------

### **ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



**SOLICITATION NUMBER:**  
**Addendum Number: PUR1500000002**

---

The purpose of this addendum is to modify the solicitation identified as PUR1500000002 ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:** See attached:

1. A site visit has been scheduled for Wednesday, 10/01/2014 at 10:00 am. For vendors to measure the project area. No questions will be answered at that time.
2. The question deadline has been extended from 09/29/2014 to 10/03/2014.
3. The bid opening has moved from 10/09/2014 to 10/16/2014. The bid opening time remains at 1:30 pm.

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## SIGN IN SHEET

Page 1 of 2Request for Proposal No. **PUR1500000002**

Procurement Folder 33026

PLEASE PRINT

Date: 9-25-14

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Andrews Floor Covering</u>	<u>505 Central Ave</u>	PHONE <u>304 343-5586</u>
Rep: <u>Linda Kelly / Scott Meadows</u>	<u>Charleston, WV 25302</u>	TOLL FREE
Email Address: <u>andrewsfloorandwall@hotmail.com</u>		FAX <u>304 345-5706</u>
Company: <u>Professional Floor Laid Co.</u>	<u>4610 Trans Valley Rd</u>	PHONE <u>304-757-8911</u>
Rep: <u>Roger B. As</u>	<u>Scott Depot W.Va.</u>	TOLL FREE <u>304-545-8911</u>
Email Address: <u>LUVPROFLOOR@aol.com</u>	<u>25213</u>	FAX
Company: <u>Nitro Carpet Outlet</u>	<u>201 New Cott Mt Rd.</u>	PHONE <u>304-769-0495</u>
Rep: <u>Cynthia Hale</u>	<u>Cross Lanes, WV 25313</u>	TOLL FREE
Email Address: <u>CindyHale6161@gmail.com</u>		FAX <u>304-769-0495</u>
Company: <u>Carpet Gallery</u>	<u>3716 B. MacCorkle Ave S.E.</u>	PHONE <u>(304) 925-7799</u>
Rep: <u>John Nixbeen</u>	<u>Charleston WV 25304</u>	TOLL FREE
Email Address: <u>JNixbeen@aol.com</u>		FAX <u>(304) 926-8122</u>
Company: <u>Family Carpet</u>	<u>6720 MacCorkle Ave</u>	PHONE <u>304-541-4829</u>
Rep: <u>Mark Porter</u>	<u>St. Albans, WV 25177</u>	TOLL FREE
Email Address: <u>FamilyCarpet@aol.com</u>		FAX <u>304-766-9190</u>

## SIGN IN SHEET

Request for Proposal No. **PUR1500000002**  
Procurement Folder 33026

PLEASE PRINT

Page 2 of 2

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

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>WV Purchasing Division</u>		PHONE <u>304-558-2544</u>
Rep: <u>Tara Lyle</u>		TOLL FREE
Email Address: <u>tara.l.lyle@wv.gov</u>		FAX <u>304-558-4115</u>
Company: <u>DOA - Purchasing</u>		PHONE
Rep: <u>Melissa K. Pettrey</u>		TOLL FREE
Email Address: <u>melissa.k.pettrey@wv.gov</u>		FAX
Company: _____		PHONE
Rep: _____		TOLL FREE
Email Address: _____		FAX
Company: _____		PHONE
Rep: _____		TOLL FREE
Email Address: _____		FAX
Company: _____		PHONE
Rep: _____		TOLL FREE
Email Address: _____		FAX

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: PUR1500000002**

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**Addendum Numbers Received:**

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<input checked="" type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

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*Family Carpet*

\_\_\_\_\_  
Company

*M. J. Bates*

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

*10-30-2014*

\_\_\_\_\_  
Date

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



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

State of West Virginia  
Request for Quotation

Proc Folder: 33026

Doc Description: ADDENDUM NO.4 - Dept of Admin.-Purchasing-Bldg. 15 carpet

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2014-10-10	2014-10-23 13:30:00	CRFQ 0213 PUR1500000002	5

**BID RECEIVING LOCATION**

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

**VENDOR**

Vendor Name, Address and Telephone Number

Family Carpet Outlet Inc.  
6720 MacCorkle Avenue  
St. Albans, WV 25177

**FOR INFORMATION CONTACT THE BUYER**

Debbie Watkins

(304) 558-3568

debbie.a.watkins@wv.gov

Signature X

*Mark J. Porter*

FEIN #

55-0690743

DATE

10-30-2014

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

INVOICE TO		SHIP TO	
ADMINISTRATIVE SECRETARY DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV25305 US		ADMINISTRATIVE SECRETARY DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Supply and Install Carpet	1.00000	LS	42,950 °°	42,950 °°

Comm Code	Manufacturer	Specification	Model #
30161701			

**Extended Description :**

Supply and install modular carpet tiles on both floors of building 15.



**SOLICITATION NUMBER:**  
**Addendum Number: PUR1500000002**

---

The purpose of this addendum is to modify the solicitation identified as PUR1500000002 (Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

1. The bid opening has moved from 10/16/2014 to 10/23/2014. The bid opening time remains at 1:30 pm EST.

**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.



# ATTACHMENT A

**SEE ATTACHED DOCUMENTATION:**

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: PUR1500000002**

**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 checked="" type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input checked="" type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input checked="" type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input checked="" type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

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*Family Carpet*

\_\_\_\_\_  
Company

*M. J. Smith*

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

*10-30-2014*

\_\_\_\_\_  
Date

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



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

State of West Virginia  
Request for Quotation

Proc Folder: 33026

Doc Description: ADDENDUM NO.5 - Dept of Admin.-Purchasing-Bldg. 15 carpet

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2014-10-17	2014-10-30 13:30:00	CRFQ 0213 PUR1500000002	6

**BID RECEIVING LOCATION**

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

**VENDOR**

**Family Carpet Outlet Inc.**  
**6720 MacCorkle Avenue**  
**St. Albans, WV 25177**

**FOR INFORMATION CONTACT THE BUYER**

Debbie Watkins

(304) 558-3568

debbie.a.watkins@wv.gov

Signature X

*Mark J. Porter*

FEIN #

*55-0690743*

DATE

*10-30-2014*

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

INVOICE TO	SHIP TO
ADMINISTRATIVE SECRETARY DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV25305 US	ADMINISTRATIVE SECRETARY DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Supply and Install Carpet	1.00000	LS	542.950 <sup>00</sup>	542,950 <sup>00</sup>

Comm Code	Manufacturer	Specification	Model #
30161701			

**Extended Description :**

Supply and install modular carpet tiles on both floors of building 15.

<b>PUR1500000002</b>	<b>Document Phase</b> <b>Draft</b>	<b>Document Description</b> ADDENDUM NO.5 - Dept of Admi n.-Purchasing-Bldg. 15 carpet	<b>Page 3</b> <b>of 3</b>
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### **ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**SOLICITATION NUMBER:**  
**Addendum Number: PUR1500000002**

---

The purpose of this addendum is to modify the solicitation identified as PUR1500000002 (Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

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- ☐ [ ] Modify specifications of product or service being sought
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- ☐ [ ] Attachment of pre-bid sign-in sheet
- ☐ [ ] Correction of error
- ☐ [ ] Other

**Description of Modification to Solicitation: See Attached.**

- 1. The bid opening has moved from 10/23/2014 to 10/30/2014. The bid opening time remains at 1:30 pm EST.**
- 2. Vendor questions and responses.**

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

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# ATTACHMENT A

**SEE ATTACHED DOCUMENTATION:**



VENDOR QUESTIONS & ANSWERS

1. Will vendor be responsible for lifting or dismantle of cubicles? If so, will vendor need a specific lift system?

**ANSWER: No. Vendor will not be responsible for these services.**

2. Will vendor be responsible for moving of computers, phones or copiers?

**ANSWER: No. These things will be done by agency IT personnel.**

3. Will vendor be responsible for moving the boxed contents of cubicles and/or "furniture"?

**ANSWER: No.**

4. May vendor bring a dumpster onto state property?

**ANSWER: A dumpster may be put in the salvage lot located behind the State Credit Union, on Washington Street.**

5. "On the Certified Drug-Free Workplace Report Coversheet, can you clarify the following:"

A. Contract number: that would be #1500000002(?)

**ANSWER: Reference PUR1500000002, on your Drug-Free Workplace Report Coversheet.**

B. Contract purpose: Replacement of carpet tiles (?)

**ANSWER: Reference the Extended Description from Page 2 of CRFQ-001.**

Required Report Content:

C. 1st checkbox: Exactly what is needed here?

**ANSWER: "The Required Report Content" is provided to vendors as an indication of requirements for WV State Code 21-1D-5. For questions concerning interpretation of code, please consult your legal counsel.**

D. "We always drug test new hires but I'm assuming we need to provide drug tests for our regular employees now who will be working on this job, if awarded, correct?"

**ANSWER: The requirements for drug test results are outlined in West Virginia Code 21-1D-7b. For questions concerning interpretation of code, please consult your legal counsel.**

6. Should the quote include extra cartons of carpet tiles for possible future repairs, etc.? If so, how many cartons?

**ANSWER: YES, the vendor is to provide one complete carton of carpet tiles to the agency for future repairs.**

7. Instructions to Vendors--Item 6. Bid Submission: If bids are not submitted through the WVOAIS system, please explain and clarify BID TYPE (CRFP)--Technical and Cost? And--how many convenience copies are needed?

**ANSWER: As indicated on the face of the solicitation, this is a central request for quotation, (CRFQ). CRFP; Technical and Cost; Convenience copies do not apply to this solicitation. Please provide a single bid submission.**

8. Where in the bid package is the Vendor Preference Certificate?

**ANSWER: As this is a construction project, Vendor Preference does not apply, therefore the Vendor Preference form was not included in the solicitation.**

9. Where in the bid package is the Pricing Page, or is it on Page 2 of Form ID: WV-PRC-CRFQ-001?

**ANSWER: It is on page 2 of Form ID: WV-PRC-CRFQ-001.**

10. Specifications---Item 4.1.1.16: Is it possible to increase the 20 days required to finish project once notice to Proceed is given? Due to material selection, ordering, shipment, and accessible hours of work schedule, this may not be a realistic time frame.

**ANSWER: Vendor will have two (2) business days from Notice to Proceed to order carpet and materials needed. Vendor will then have thirty (30) calendar days to complete carpet installation project.**

11. Are background checks and finger-printing of persons working on this job required? If so, is this report submitted upon award of contract or required with bid submission?

**ANSWER: NO.**

12. "Can you please describe the exact type of pattern / style carpet you are requesting?"

**ANSWER: Color and pattern will be chosen from manufacturer's standard offering, for the series/style carpet bid by the vendor.**

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: PUR1500000002**

**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 checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input checked="" type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input checked="" 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.

*Family Carpet*

\_\_\_\_\_  
Company

*Mark J. Path*

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

*10-30-2014*

\_\_\_\_\_  
Date

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