

CENTRALIZED REQUEST FOR QUOTATION
Carpet Installation for Building 6, 3rd & 8th Floors

Exhibit "A" Pricing Sheet

DATE: 8-28-2018

RECEIVED
2018 AUG 28 PM 1:17
WV PURCHASING
DIVISION

NAME OF VENDOR: Family Carpet Inc.

The aforementioned, hereinafter called Vendor, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the project hereby proposes to furnish all labor, material, equipment, supplies and transportation and to perform all work in accordance with the Bidding Documents within the time set forth for the sum of:

For the sum of for Room 318:

Twenty Six Thousand, Six Hundred and Sixty Four Dollars

(\$ 26,664.00)

(Show amount in both words and numbers)

For the sum of for Room 346:

Eight Thousand, Seven Hundred and Eighty Six Dollars and Fifty Cents

(\$ 8,786.50)

(Show amount in both words and numbers)

CENTRALIZED REQUEST FOR QUOTATION
Carpet Installation for Building 6, 3rd & 8th Floors

For the sum of for 8th Floor (leveling and relaying of carpet):

Six Hundred, Twelve Dollars and 50 cents

(\$ 612.50)

(Show amount in both words and numbers)

For the sum of two (2) extra boxes of bid carpet for 3rd Floor

Four Hundred and Four Dollars

(\$ 404.00)

(Show amount in both words and numbers)

Family Carpet Outlet Inc.

Commercial Division

6720 MacCorkle Ave., St. Albans WV 25177

Mark Porter - Cell 304.541.4827



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

State of West Virginia
Request for Quotation
09 - Construction

Proc Folder: 466111

Doc Description: Addendum #6 CARPET PROJECT

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2018-08-23	2018-08-28 13:30:00	CRFQ 0402 EDD1800000015	7

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.

Commercial Division

6720 MacCorkle Ave., St. Albans WV 25177

Mark Porter - Cell 304.541.4827

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale

(304) 558-8801

stephanie.l.gale@wv.gov

Signature X

Mark Porter

FEIN #

55-0690743

DATE

8-28-2018

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

ADDITIONAL INFORMATION

Addendum #6 issued to:

I. Provide documents associated with and mistakenly excluded from Addendum #5.

End of Addendum #6.

INVOICE TO		SHIP TO	
DEPARTMENT OF EDUCATION BLDG 6, RM 204 1900 KANAWHA BLVD E CHARLESTON WV25305 US		SECRETARY MIDDLE/SECONDARY LEARNING MIDDLE/SECONDARY LEARNING 1900 KANAWHA BLVD E, BLDG 6 RM 620 CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	CARPET AND INSTALLATION	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
72152503	<i>as specified - BT 416 - collection: Uncharted, color: 983 Atmospheric</i>		

Extended Description :

Total Bid Amount to provide and install carpet for Room 318, Room 346, and provide two (2) extra boxes of carpet. All inclusive price for labor, delivery, and materials.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions Due	2018-08-21
2	Pre-Bid Meeting	2018-08-17

Family Carpet Outlet Inc.

Commercial Division

6720 MacCorkle Ave., St. Albans WV 25177

Mark Porter - Cell 304.541.4827

EDD1800000015	Document Phase Draft	Document Description Addendum #6CARPET PROJECT BUILDING 6 - 3rd FLOOR	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: EDD1800000015

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 checked="" type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input checked="" 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 Porth

Authorized Signature

8-28-2018

Date

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

SOLICITATION NUMBER: CRFQ EDD1800000015
Addendum Number: 6

The purpose of this addendum is to modify the solicitation identified as ("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:

Addendum #6 issued to:

1. Provide documents associated with and mistakenly excluded from Addendum #5.

End of Addendum #6.

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. CRFQ 18*15

PLEASE PRINT

Page 1 of 2Date: 8/17/2018

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

TELEPHONE & FAX
NUMBERS

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Continental Flooring</u>	<u>9319 N Highway, suite 1000,</u>	PHONE <u>480-949-8509</u>
Rep: <u>Pete Coleman</u>	<u>Scottsdale, AZ 85258</u>	TOLL FREE
Email Address: <u>P.Coleman@ContinentalFlooring.com</u>		FAX <u>480-945-2603</u>
Company: <u>EJ Construction Corp.</u>	<u>1331 Valentine Circle,</u>	PHONE <u>301-419-6625</u>
Rep: <u>Robert Pawley</u>	<u>Wichita KS 67213</u>	TOLL FREE
Email Address: <u>ejconstruction2011@gmail.com</u>		FAX
Company: <u>Family Carpet</u>	<u>6726 Mac Coakle Ave</u>	PHONE <u>304 541-4827</u>
Rep: <u>Mark Ponten</u>	<u>St. Albans WV 25177</u>	TOLL FREE
Email Address: <u>FamilyCarpet@aol.com</u>		FAX <u>304 766-9190</u>
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____

REQUEST FOR QUOTATION
Carpet Installation at WVDE BLDG6

EXHIBIT B - PROJECT SPECIFICATIONS

1. GENERAL REQUIREMENTS:

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

1.2.1 Carpeting

1.2.1.1 Vendor must prepare existing floor to accept new carpeting as recommended by carpet product manufacturer.

1.2.1.2 Vendor shall verify all square footages of areas requiring new carpeting prior to submitting a Bid. The survey WILL take place during the Mandatory Pre-Bid Meeting.

1.2.1.3 The Carpet product installed in Room # 330 for the WVDE is New Basics III by manufacturer Mohawk Commercial Group. Any OR EQUAL product submitted must meet the specification detailed below:

1.2.1.3.1 CARPET: Tile Style - BT416 (OR EQUAL)

1.2.1.3.2 Color: 983 Atmospheric (OR EQUAL)

1.2.1.3.3 Construction: Tufted

1.2.1.3.4 Collection: Uncharted (OR EQUAL)

1.2.2 Backing

1.2.2.2 Must meet NSF/ANSI 140: *Sustainability Assessment for Carpet*, Gold certification.

1.2.2.2.1 NSF, P.O. Box 1301140, 789 N. Dixboro Road
Ann Arbor, MI 48105

1.2.2.3 Must meet CRI Green Label Plus, a testing certification for carpet, cushions and adhesives to help specifiers identify products with very low emissions of Volatile Organic Compounds (VOCs) certification.

1.2.2.3.1 Carpet and Rug Institute, P.O. Box 2048,
Dalton, GA 30722-2048

REQUEST FOR QUOTATION
Carpet Installation at WVDE BLDG6

1.2.2.4 Must be recyclable.

1.2.2.5 Must carry a 10 year warranty for tuft bind strength and protection from delamination failure.

1.2.2.6 Dye Method: Solution/Yarn Dyed. All carpet must be from same dye lot.

1.2.2.7 Fiber: Color Strand Nylon

1.2.2.8 Face Weight: 16 oz. per sy (Square Yard).

1.2.2.9 Gauge: 1/12 (47.00 rows per 10cm)

1.2.2.10 Stitches: 10.4 per inch

1.2.2.11 Soil Release: Yes

1.2.2.12 Standard Size: 24" X 24"

1.2.2.13 Warranties: Lifetime Limited Carpet Tile Warranty, Lifetime Limited Colorfastness to Light, 10 Year Limited Warranty Colorfastness to Atmospheric Contaminants, 10 Year Limited Stain Warranty, Lifetime Static.

1.2.3 Testing Specifications:

1.2.3.1 Submit the manufacturer's certification that the flooring has been tested by an independent laboratory and complies with the required fire tests.

1.2.3.2 Pill Test: (ASTM D 2859-96) Yes.

1.2.3.3 Flooring Radiant Panel: Class 1.(ASTM E 648)

1.2.3.4 Smoke Density: (ASTM E 662) Less than 450 flaming.

1.2.3.5 Static Test: (AATCC-134) Less than 3kv.

1.2.3.6 Lightfastness Test: 1.

1.2.3.7 The carpet product must be installed using manufacturer recommended methods of preparation and installation; and use manufacturer approved adhesives.

REQUEST FOR QUOTATION
Carpet Installation at WVDE BLDG6

1.2.3.8 The Vendor shall provide and install transition/ reducing strips to meet abutting materials as a part of the installation.

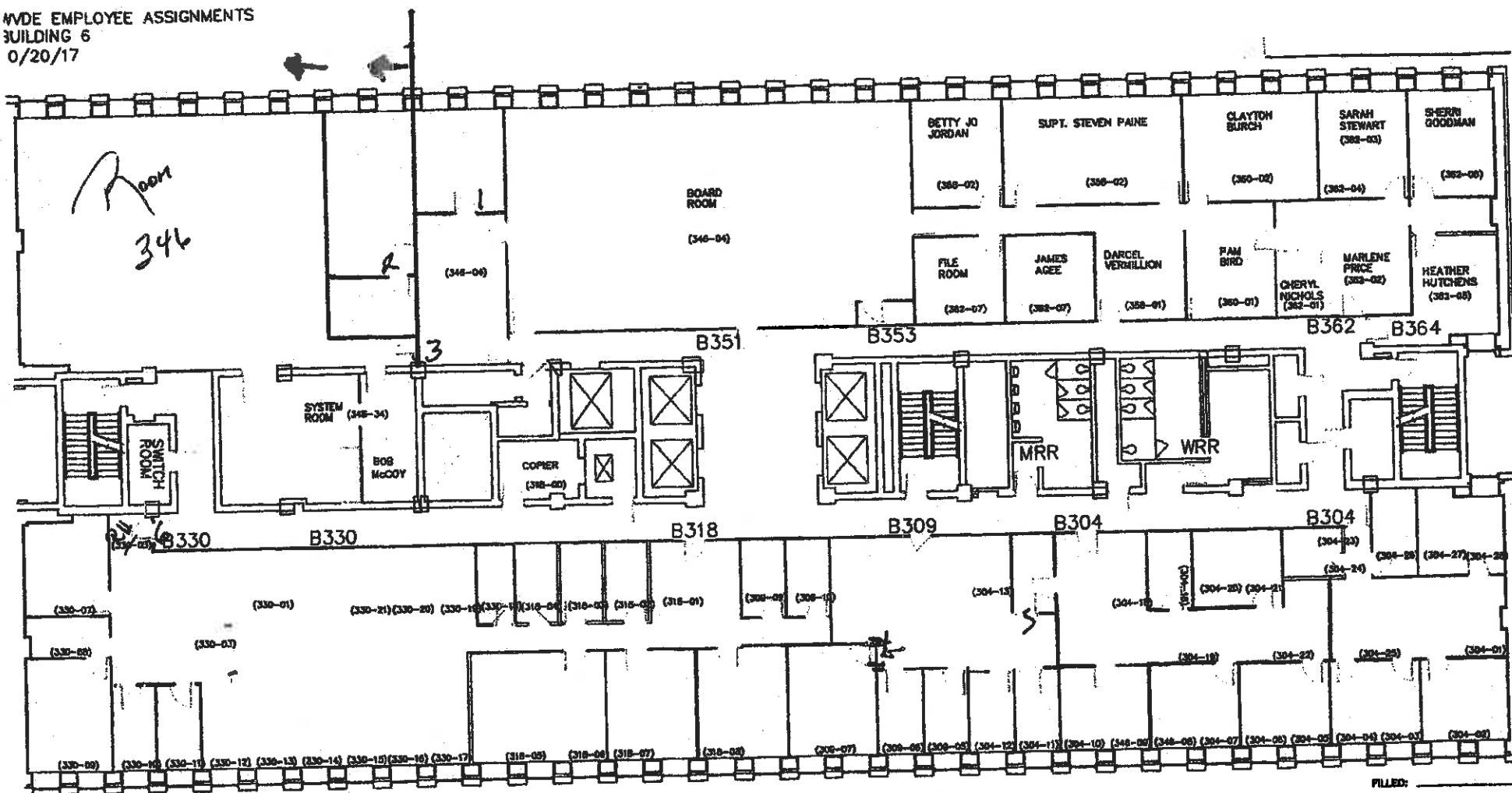
1.2.3.9 The Vendor shall provide and install new four-inch (4") rubber wall base molding as a component of the installation-using manufacturer recommended methods of preparation and installation; and manufacturer approved adhesives. Rubber construction, 4 inch with no toe. Color to be black to match existing.

1.2.4. Leveling, Installing and/or Re-laying of Carpet (3rd and 8th Floors):

1.2.4.1. The Vendor shall assist in applying (where needed) leveling product for floor /carpet and relaying of existing carpet that has been removed to run cables in floor trough or where holes have been drilled and a metal disk must be installed over the hole and carpet re-installed.

END OF GENERAL CONSTRUCTION SPECIFICATIONS

WDE EMPLOYEE ASSIGNMENTS
BUILDING 6
0/20/17



WDE 3rd Floor 10-20-17

FILLED: _____
TEMPS: _____
VACANT: _____

Room 318 (Wing)

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Mark J. Porter Manager
(Name, Title)
Mark J. Porter Manager
(Printed Name and Title)
6720 MacCorkle Ave. St. Albans WV 25177
(Address)
304 541-4827 304 766-9190
(Phone Number) / (Fax Number)
Family Carpet & Aol.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Family Carpet Inc.
(Company)
Mark J. Porter Manager
(Authorized Signature) (Representative Name, Title)
Mark J. Porter Manager
(Printed Name and Title of Authorized Representative)
8-28-2018
(Date)
304 541-4827 304 766-9190
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Carpet Installation at Building 6 – 3rd Floor

- 11. 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.
- 12. 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:
- 12.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 12.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 12.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 12.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 12.5. Vendor shall inform all staff of Agency's security protocol and procedures.
- 13. MISCELLANEOUS:**
- 13.1. 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 J. Porter
- Telephone Number: 304 541-4827
- Fax Number: 304 766-9190
- Email Address: Family Carpet at AOL.com

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Family Carpet

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

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

Attach additional pages if necessary

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. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Family Carpet Outlet Inc
Contractor's License No.: WV- 006198

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

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

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

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Family Carpet Outlet, Inc
of PO Box 161, Parkersburg, WV 26101, as Principal, and Western Surety Company
of PO Box 5077, a corporation organized and existing under the laws of the State of South Dakota
with its principal office in the City of Sioux Falls, SD 57100, 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
State of West Virginia, Purchasing Division, 2019 Washington St., E Charleston, WV 25303
(Carpet and installation State of WV Capitol Complex Building # 6 Room 330 & 346) 1900 Kanawha Blvd., Charleston
WV 25305.

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 28th day of August, 2018.

Principal Seal

Family Carpet Outlet, Inc.
(Name of Principal)
By [Signature]
(Must be President, Vice President, or
Duly Authorized Agent)
President
(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, Debra Lucas, Kathleen Marie Richards, Heather R Frum, 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 26th day of July, 2018.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 26th day of July, 2018, 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, 2021



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 28th day of August 2018.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

West Virginia Offices of the Insurance Commissioner



Certificate of Authority

Whereas, **WESTERN SURETY COMPANY**, domiciled in the State of **SOUTH DAKOTA**, has complied with all the requirements of the laws of this State so as to entitle it to transact its appropriate business in the State of West Virginia.

Therefore, I the undersigned, Insurance Commissioner of the State of West Virginia, pursuant to the authority vested in me by the laws of this State, do hereby authorize it to transact the business of insurance as defined in Chapter 33

CASUALTY - ARTICLE 1, SECTION 10(e)
SURETY - ARTICLE 1, SECTION 10(f) (1)
SURETY - ARTICLE 1, SECTION 10(f) (2)
SURETY - ARTICLE 1, SECTION 10(f) (3)

of the 1931 Code of West Virginia as amended, in the State of West Virginia in accordance with the laws thereof until midnight on the 31st day of May, 2018, unless this license be sooner revoked. Pursuant to W. Va. Code §33-3-2(c), the above authorization does not allow the insurer to transact a kind of insurance in this State unless duly authorized or qualified to transact such insurance in the state or country of its domicile.

In Testimony Whereof, I have hereunto set my hand and affixed my seal of office at the City of Charleston this 1st day of June, 2017.

A handwritten signature in cursive script, reading "Allan L. McVey".

Allan L. McVey
Insurance Commissioner

NAIC # 13188

Legacy State ID # 0798

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2017

ASSETS

Bonds	\$ 1,895,156,151
Stocks	28,408,086
Cash, cash equivalents, and short-term investments	24,679,133
Receivables for securities	7,500,016
Investment income due and accrued	22,426,771
Premiums and considerations	37,932,713
Amounts recoverable from reinsurers	1,562,035
Current federal and foreign income taxes recoverable from CNA Financial Corporation	3,481,084
Net deferred tax asset	10,688,834
Receivable from parent, subsidiaries, and affiliates	11,647,470
Other assets	10,215
Total Assets	<u>\$ 2,043,492,508</u>

LIABILITIES AND SURPLUS

Losses	\$ 201,046,845
Loss adjustment expense	57,918,199
Commissions payable, contingent commissions and other similar charges	10,047,343
Other expenses (excluding taxes, license and fees)	943,877
Taxes, License and fees (excluding federal and foreign income taxes)	3,447,669
Unearned premiums	223,752,269
Advance premiums	5,436,181
Ceded reinsurance premiums payable	1,720,726
Amounts withheld or retained by company for account of others	7,338,456
Provision for reinsurance	239,534
Payable to parent, subsidiaries and affiliates	12,934
Payable on security transactions	4,000,000
Other liabilities	367,837
Total Liabilities	<u>\$ 516,271,870</u>

Surplus Account:

Common stock	\$ 4,000,000
Gross paid in and contributed surplus	280,071,837
Unassigned funds	<u>1,243,148,801</u>
Surplus as regards policyholders	<u>\$ 1,527,220,637</u>
Total Liabilities and Capital	<u>\$ 2,043,492,508</u>

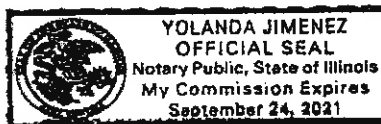
I, Troy Wray, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2017, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

Western Surety Company

By 
Assistant Vice President

Subscribed and sworn to me this 8th day of March, 2018.

My commission expires:




Notary Public

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV005196

Classification:

GENERAL BUILDING
MULTIFAMILY
RESIDENTIAL
CARPET INSTALLATION

FAMILY CARPET OUTLET INC
100 FAMILY CARPET WORKSHOPS OUTLET
PO BOX 161
PARKERSBURG, WV 26104-0161

Date Issued

SEPTEMBER 20, 2007

Expiration Date

SEPTEMBER 19, 2011

WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD

Robert M. Smith
Authorized Company Executive

Robert M. Smith
Chair, West Virginia Contractor
Licensing Board

This license, and a copy thereof, must be posted in a conspicuous place of every establishment in which work is being performed. This license number must appear on all contracts, orders, and all billings and invoices. All bills, contracts, and orders must be signed and dated by the licensee. License number provided by the West Virginia Code, Chapter 33, Article 2a.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/20/2017

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).

PRODUCER Reagle & Padden, Inc. 200 Star Avenue, Suite 210 Parkersburg WV 26101		CONTACT NAME: Irlene Barnhouse PHONE (A/C No. Ext): (304) 422-8476 E-MAIL ADDRESS: irlene@reagle-padden.com FAX (A/C No.): (304) 428-7374															
INSURED Family Carpet Outlet, Inc. PO Box 161 Parkersburg WV 26102		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Westfield Companies</td><td>24112</td></tr><tr><td>INSURER B: BrickStreet Mutual Ins Co</td><td>12372</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Westfield Companies	24112	INSURER B: BrickStreet Mutual Ins Co	12372	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER: 2017 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	GENERAL LIABILITY	X	X	BOP731041B	11/1/2017	11/1/2018	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MED EXP (Any one person)				\$ 5,000	
	<input checked="" type="checkbox"/> Employee Benefits		PERSONAL & ADV INJURY				\$ 1,000,000	
	\$1,000,000						GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$
A	AUTOMOBILE LIABILITY			BSP6902844	11/1/2017	11/1/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person)				\$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident)				\$	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident)				\$	
								\$
A	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		BSP6902844	11/1/2017	11/1/2018	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	AGGREGATE				\$ 5,000,000	
	DED	RETENTION \$					\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	WCB1017220	4/1/2018	4/1/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Installation Floater			BSP6902844	11/1/2017	11/1/2018	\$10,000.00	
	Commercial Crime			BSP6902844	11/1/2017	11/1/2018	\$100,000.00	

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

CERTIFICATE HOLDER**CANCELLATION**

State of West Virginia
Dept of Administration, Purchasing Division
2019 Washington St., 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



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

STATE OF WEST VIRGINIA,

COUNTY OF Wood, **TO-WIT:**

I, Wendy Ralsten, after being first duly sworn, depose and state as follows:

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

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

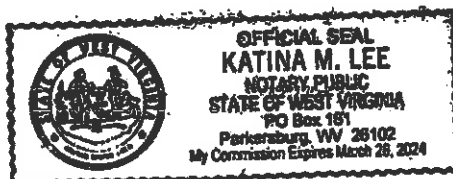
The above statements are sworn to under the penalty of perjury.

Printed Name: Wendy Ralsten
Signature: [Signature]
Title: Controller
Company Name: Family Carpet Outlet Inc
Date: 8/24/18

Taken, subscribed and sworn to before me this 24 day of August, 2018.

By Commission expires 3-28-24

(Seal)



Katina M. Lee
(Notary Public)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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 Carpet Outlet, Inc.

Authorized Signature: [Signature] Date: 8/16/18

State of WV

County of Wood to-wit:

Taken, subscribed, and sworn to before me this 16 day of August, 2018.

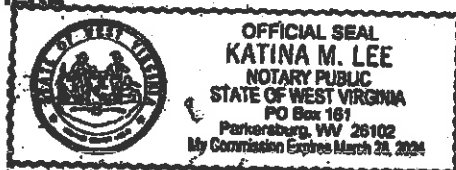
My Commission expires March 28, 2024.

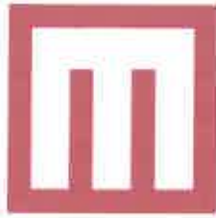
AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 01/19/2018)





Mohawk Group

August 20, 2018

To whom it may concern,

Family Carpet and their employee installers are certified to install Mohawk's Broadloom Carpet and Carpet Tiles. If you have further questions or concerns, please email matt_coberly@mohawkind.com.

Regards,

Matt Coberly

Account Executive



Family Carpet Outlet Inc.

C o m m e r c i a l D i v i s i o n

References / August 17, 2018

We have completed commercial flooring projects for the following clients within the last 12 months:

West Virginia State University

P.O. Box 1000
Institute, WV 25122
Marvin Smith
304 766-3175

Yeager Regional Airport

100 Airport Road
Charleston, WV 25311
Roger Hill
304 345-9175

Putnam County Commission

12093 Winfield Road
Winfield, WV 25213
Jeremy Young
304 286-0201

WVU / Health Sciences Center

3110 MacCorkle Ave., SE
Charleston, WV 25304
Gary Phillips
304 347-1303

State Armory Board

1707 Coonskin Drive
Charleston, WV 25211
Frank Rhodes
304 561-6336

6720 MacCorkle Avenue
St. Albans, WV 25177
Office: (304) 766-8400
Fax: (304) 766-9190



Family Carpet Outlet Inc.

Commercial Division

References continued.....

SweetBriar Assisted Living

505 Caldwell Lane
Dunbar, WV 25064
Anthony Thaxton
304 744-1970

Public Broadcasting

600 Capitol Street
Charleston, WV 25301
Steve Chapman
681 203-6912

WV Department of Education

1900 Kanawha Blvd. E
Charleston, WV 25305
Jo Ann Adkins
304 558-2546

Austin Construction Company

3501 MacCorkle Ave. SE #101
Charleston, WV 25304
Terry Weber
304 988-1970

Skaff Family Limited Partnership

2809 Ranch Road
South Charleston, WV 25303
Douglass Skaff
304 549-8786

Lincoln County School District

10 Marland Avenue
Hamlin, WV 25523
Dana Smith
304 824-3033

6720 MacCorkle Avenue
St. Albans, WV 25177
Office: (304) 766-8400
Fax: (304) 766-9190