

ADDITIONAL INFORMATION:

Addendum No. 1

Addendum No. 1 is issued to publish and distribute the attached information to the vendor community.

Central Request for Quotation
Construction

The West Virginia Purchasing Division is soliciting bids on behalf of the WV Department of Administration, General Services Division to establish a One-Time contract to remove existing floor covering and supply and install modular carpet tiles within the offices of Building 1, West Wing, 3rd Floor at the offices located by specifications listed below. The offices are located at 1900 Kanawha Blvd. East, Charleston, WV 25305, per the attached specifications and terms and conditions herein.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 112 CALIFORNIA AVENUE, 5TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 32 2699 PARK AVE HUNTINGTON WV 25704 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Carpet	1.00000	LS		\$19,334.00

Comm Code	Manufacturer	Specification	Model #
30161701	(as specified) Mohawk	New Basics III	928 Majolica Tan

Extended Description :

To provide and install carpet per the attached specifications.

Family Carpet Outlet Inc.

Commercial Division

6720 MacCorkle Ave., St. Albans WV 25177

Mark Porter - Cell 304.541.4827

*Mark Porter
9-6-2019*

Total bid = \$19,334.00

RECEIVED

2019 SEP 6 PM 1:18

WV PURCHASING
DIVISION



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: 618458

Doc Description: Addendum No. 1 Bldg. 1 West Wing Carpet Project

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-08-28	2019-09-06 13:30:00	CRFQ 0211 GSD2000000008	2

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

Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Signature X *Mark J. Porter*

FEIN # 55-0690743

DATE 9-6-2019

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

GSD2000000008	Document Phase Final	Document Description Addendum No. 1 Bldg. 1 West Wing Carpet Project	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.: GSD2000000008

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Family Carpet

Company

Mark Patten

Authorized Signature

9-6-2019

Date

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

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.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Family Carpet Inc

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

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

Attach additional pages if necessary

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

Mark Porter - Manager

(Name, Title)

Mark Porter - Manager

(Printed Name and Title)

6720 Mac Cokle 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 Porter - Manager

(Authorized Signature) (Representative Name, Title)

Mark Porter - Manager

(Printed Name and Title of Authorized Representative)

9-6-2019

(Date)

304 541-4827 304 766-9190

(Phone Number) (Fax Number)

**CENTRALIZED REQUEST FOR QUOTATION
West Wing Carpeting Project**

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

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.

11 MISCELLANEOUS:

- 11.2 **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.

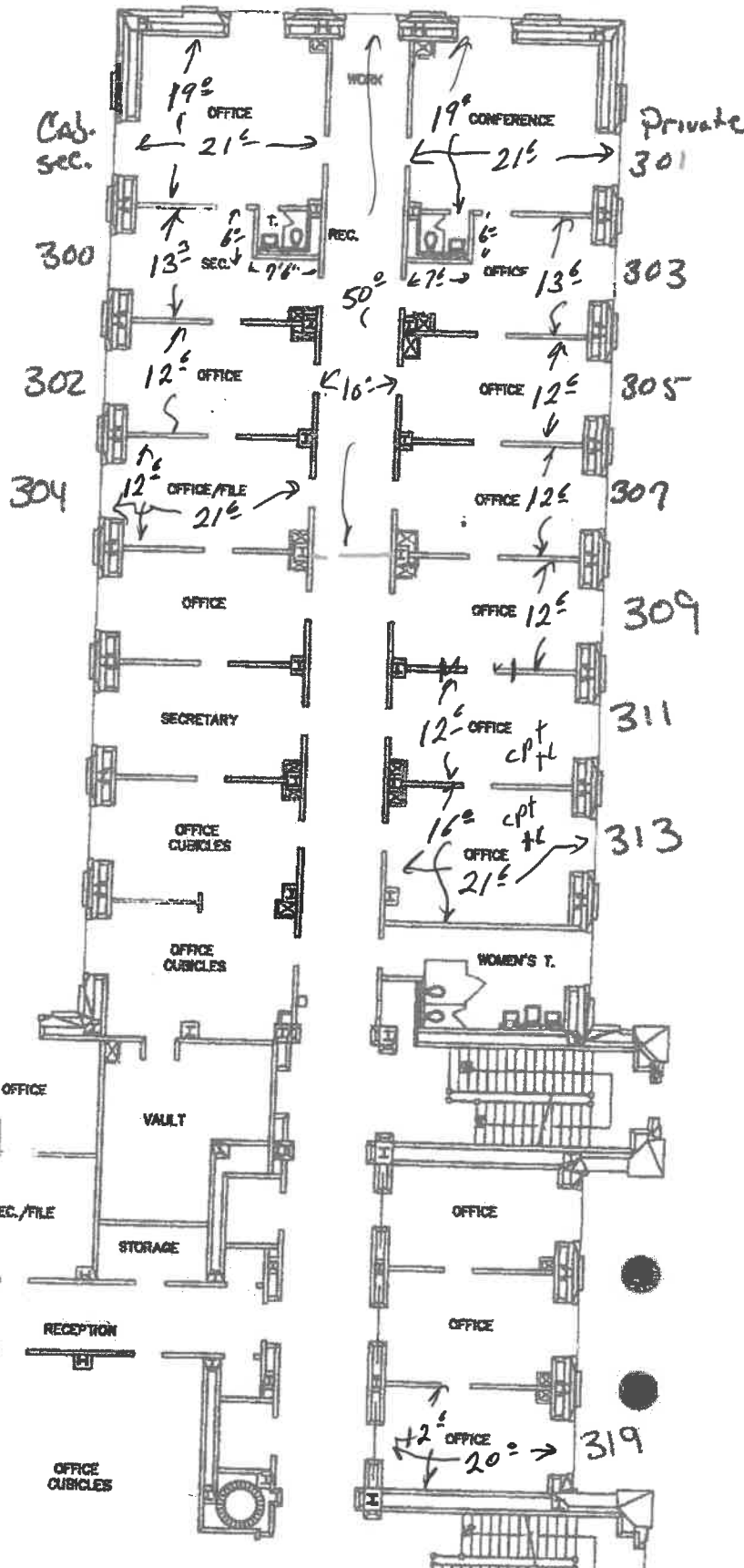
Contract Manager: Mark Porter
Telephone Number: 304 541-4827
Fax Number: 304 766-9190
Email Address: Family Carpet at AOC.com

Family Carpet Outlet Inc.

Commercial Division

6720 MacCorkle Ave., St. Albans WV 25177

Mark Porter - Cell 304.541.4827



BL-on glued
down pad
2 tack-strip

WEST WING 3RD FLOOR

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: 9/6/19

State of WV

County of Wood, to-wit:

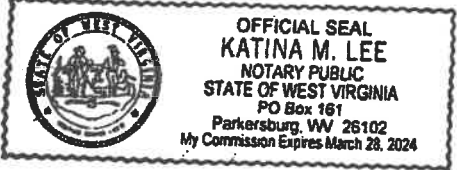
Taken, subscribed, and sworn to before me this 6 day of September, 2019.

My Commission expires March 28, 2024.

AFFIX SEAL HERE

NOTARY PUBLIC

Katrina M. Lee





**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**.

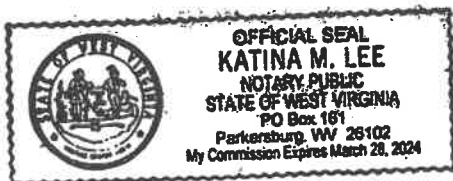
The above statements are sworn to under the penalty of perjury.

Printed Name: Wendy Ralsten
 Signature:
 Title: Controller
 Company Name: Family Carpet Outlet Inc
 Date: 9/6/19

Taken, subscribed and sworn to before me this 6 day of September, 2019.

By Commission expires 3-28-24

(Seal)



(Notary Public)

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, Department of Administration Purchasing Division, 2019 Washington St., E Charleston, WV 25303
(Supply carpet tiles and installation labor, Building 1 West Wing 3rd floor, 1900 Kanawha Blvd., Charleston, WV 25304)

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 6th day of September, 2019.

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 - CERTIFIED COPY

Bond No. 72193640

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint IRLENE N BARNHOUSE

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Family Carpet Outlet, Inc.

Obligee: State of West Virginia Dept. of Administration Purchasing Division

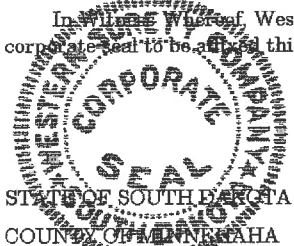
Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"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, any 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."

If Bond No. 72193640 is not issued on or before midnight of December 6, 2019, all authority conferred in this Power of Attorney shall expire and terminate.

In ~~Witness~~ Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 6th day of September, 2019.

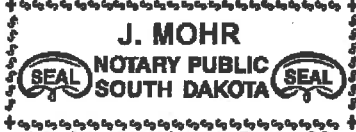


WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

On this 6th day of September, in the year 2019, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



J. Mohr

Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 6th day of September, 2019.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2018

ASSETS

Bonds	\$	1,935,428,756
Stocks		28,070,811
Cash, cash equivalents, and short-term investments		28,110,934
Receivables for securities		-
Investment income due and accrued		17,684,883
Premiums and considerations		48,092,741
Amounts recoverable from reinsurers		2,689,618
Current federal and foreign income tax recoverable and interest thereon		109,624
Net deferred tax asset		11,721,985
Receivable from parent, subsidiaries, and affiliates		11,902,908
Other assets		23,233
Total Assets	\$	2,083,835,493

LIABILITIES AND SURPLUS

Losses	\$	216,656,892
Loss adjustment expense		58,374,620
Commissions payable, contingent commissions and other similar charges		10,355,618
Other expenses (excluding taxes, license and fees)		-
Taxes, License and fees (excluding federal and foreign income taxes)		3,752,460
Federal and foreign income taxes payable		1,295,647
Unearned premiums		240,838,348
Advance premiums		5,412,052
Ceded reinsurance premiums payable (net of ceding commissions)		61,346
Amounts withheld or retained by company for account of others		5,262,414
Provision for reinsurance		182,147
Payable to parent, subsidiaries and affiliates		-
Payable on security transactions		-
Other liabilities		76,602
Total Liabilities	\$	542,268,146

Surplus Account:

Common stock	\$	4,000,000
Gross paid in and contributed surplus		280,071,837
Unassigned funds		1,257,495,510
Surplus as regards policyholders	\$	1,541,567,347
Total Liabilities and Capital	\$	2,083,835,493

I, Victoria Baltrus, 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, 2018, 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 *Victoria Baltrus*
Vice President

Subscribed and sworn to me this 7th day of March 2019
My commission expires:



By *Christopher Lopatowski*
Notary Public

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, 2020, 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, 2019.

James A. Dodrill
Insurance Commissioner

NAIC # [REDACTED]

Legacy State ID # [REDACTED]