

REQUEST FOR QUOTATION
Carpet Removal & Installation

Family Carpet Outlet Inc.

Commercial Division

EXHIBIT A – Pricing Page

6720 MacCorkle Ave., St. Albans WV 25177

Mark Porter - Cell 304.541.4827

Base Bid

Carpet Removal & Install - Approximate square footage 15,433

Total Overall Cost \$ 104,359.27

Products as specified

Alternate 1

Carpet Removal & Install – approximate square footage 34,883

Total Overall Cost \$ 244,201.76

Products as specified

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

06/02/22 12:58:03
WV Purchasing Division



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

State of West Virginia
 Centralized Request for Quote
 Construction

Proc Folder: 1033545			Reason for Modification: Addendum #1 to attach Q&A, attach Pre-Bid, move Q&A deadline, & move Bid Opening date.
Doc Description: Addendum #1 - Carpet Removal & Installation			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-05-23	2022-06-02 13:30	CRFQ 0926 PSC2200000014	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: 000000206607

Vendor Name : **Family Carpet Outlet Inc.**
 Commercial Division

Address : 6720 MacCorkle Ave., St. Albans WV 25177

Street : Mark Porter - Cell 304.541.4827

City :

State : Country : USA Zip :

Principal Contact :

Vendor Contact Phone: Extension:

FOR INFORMATION CONTACT THE BUYER
 Jessica L Hovanec
 304-558-2314
 jessica.l.hovanec@wv.gov

Vendor Signature X *Mark Porter* FEIN# 55-0690743 DATE 6-2-2022

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

ADDITIONAL INFORMATION

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

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

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Carpet Removal & Install - Base Bid	1.00000	LS		\$104,359.27

Comm Code	Manufacturer	Specification	Model #
72152503	<i>Products as specified</i>		

Extended Description:

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Alternate 1	1.00000	LS		\$244,201.76

Comm Code	Manufacturer	Specification	Model #
72152503	<i>Products as specified</i>		

Extended Description:

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

SCHEDULE OF EVENTS

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO PSC220000014

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 Porter

Authorized Signature

6-2-2022

Date

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

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
Supply and install carpet for Public Service Commission, 201 Brooks Street, Charleston, WV 25301

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 29 day of May, 2022.

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 27th day of June, 2021



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 27th day of June, 2021, 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
March 2, 2026



M. Bent

M. Bent, 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 20th day of May 2022



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.

REQUEST FOR QUOTATION
Carpet Removal & Installation

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

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

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

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

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

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

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

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12. MISCELLANEOUS:

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

Contract Manager: Mark Porter

Telephone Number: 304 541-4827

Fax Number: 304 766-9190

Email Address: familycarpet@aol.com

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

(Name, Title) Mark Porter Manager
(Printed Name and Title) Mark Porter Manager
(Address) 6720 MacConkle Ave., St. Albans WV 25177
(Phone Number) / (Fax Number) 304 541-4827 304 766-9190
(email address) familycarpet@aol.com

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

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By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Family Carpet
(Company) Mark Porter Manager
(Authorized Signature) (Representative Name, Title) Mark Porter Manager
(Printed Name and Title of Authorized Representative) (Date) 304 541-4827 304 766-9190
(Phone Number) (Fax Number) familycarpet@aol.com
(Email Address)

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV006198

Classification:

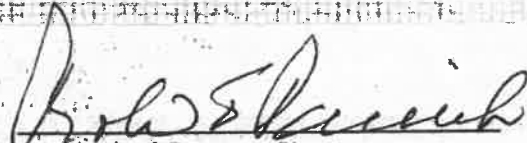
GENERAL BUILDING
MULTIFAMILY
RESIDENTIAL
CARPET INSTALLATION

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

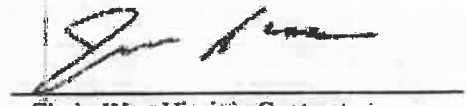
Date Issued

Expiration Date

SEPTEMBER 25, 2021 SEPTEMBER 25, 2022



Authorized Company Signature



Chair, West Virginia Contractor
Licensing Board

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

A copy of this license must be readily available for inspection by the Board on every job site where contracting 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 is non-transferrable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.

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 Date: 6/2/22

Authorized Signature: [Signature]

State of WV

County of Wood, to-wit:

Taken, subscribed, and sworn to before me this 2 day of June, 2022.

My Commission expires March 28, 2024.

NOTARY PUBLIC Katrina M. Lee

AFFIX SEAL HERE



Purchasing Affidavit (Revised 01/19/2018)



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 Raisten, 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**.

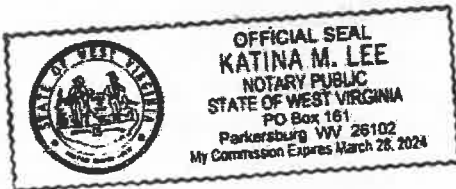
The above statements are sworn to under the penalty of perjury.

Printed Name: Wendy Raisten
 Signature: [Handwritten Signature]
 Title: Controller
 Company Name: Family Carpet Outlet Inc
 Date: 6/2/22

Taken, subscribed and sworn to before me this 2nd day of June, 2022.

By Commission expires 3-28-24

(Seal)



Katina M. Lee
(Notary Public)