



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

<b>Proc Folder:</b> 1135693			<b>Reason for Modification:</b>
<b>Doc Description:</b> Carpet Removal & Installation			
<b>Proc Type:</b> Central Contract - Fixed Amt			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2022-12-12	2023-01-10 13:30	CRFQ 0203 CPR2300000004	1

**BID RECEIVING LOCATION**

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

01/10/23 13:04:00  
 WV Purchasing Division

**VENDOR**

**Vendor Customer Code:** VS0000008145  
**Vendor Name :** Goday Enterprises LLC  
**Address :** 138 Oakwood Rd  
**Street :**  
**City :** Charleston  
**State :** WV **Country :** United States **Zip :** 25314  
**Principal Contact :** James Martin  
**Vendor Contact Phone:** 304-437-1974 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 Melissa Pettrey  
 (304) 558-0094  
 melissa.k.pettrey@wv.gov

**Vendor Signature X**  **FEIN#** 32-0317019 **DATE** 1/3/2023

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

**ADDITIONAL INFORMATION**Request for Quotation  
Construction

The West Virginia Purchasing Division is soliciting bids on behalf of Consolidated Public Retirement Board (hereinafter Agency or CPRB) to establish a contract for the removal of existing carpet and for the installation of new carpet (tiles) in various areas of the CPRB's main facility, located at 601-57th Street, SE Charleston, WV 25304 (1st Floor), per the bid requirements, specifications and terms and conditions as attached hereto,

**INVOICE TO****SHIP TO**
 CONSOLIDATED PUBLIC  
 RETIREMENT  
 4101 MACCORKLE AVE SE

 CONSOLIDATED PUBLIC  
 RETIREMENT  
 4101 MACCORKLE AVE SE

 CHARLESTON WV  
 US

 CHARLESTON WV  
 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Carpet laying service	1.00000	LS	\$77,107	\$77,107

Comm Code	Manufacturer	Specification	Model #
72152503	Shaw	Per specs	

**Extended Description:**

Carpet laying service

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Pre-bid meeting @ 10:00 AM	2022-12-22
2	Vendor question deadline	2022-12-29

## **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 **MANDATORY PRE-BID** meeting will be held at the following place and time:

Consolidated Public Retirement Board (WV DEP Building)  
601 57th Street SE  
Charleston, WV 25304

Thursday, December 22, 2022 @ 10:00 AM

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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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 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 nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: Thursday, December 29, 2022 @ 10:00 AM

Submit Questions to: Melissa Pettrey, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-3970  
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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

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.

**For Request for Proposal ("RFP") Responses Only:** Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus \_\_\_\_\_ N/A \_\_\_\_\_ convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

**Bid Delivery Address and Fax Number:**

Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130  
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

**VENDOR NAME:**

**BUYER:** Melissa Pettrey, Senior Buyer  
**SOLICITATION NO.:** CRFQ CPR2300000004  
**BID OPENING DATE:** Tuesday, January 10, 2023  
**BID OPENING TIME:** 1:30 PM  
**FAX NUMBER:** 304-558-3970

**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:** 01/10/2023 @ 1:30 PM

**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. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, 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.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 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.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

**23. EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor *wv*OASIS or the Purchasing Division's website to determine when a contract has been awarded.

**24. ISRAEL BOYCOTT CERTIFICATION:** Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.



## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of \_\_\_\_\_ . The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_ ), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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

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

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

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ SIXTY (60) \_\_\_\_\_ days.

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

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

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

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

**Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

**Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**Construction:** This Contract is for construction activity more fully defined in the specifications.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

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

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

WV Contractors License

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

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:   \$1,000,000   per occurrence.

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

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

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

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.



**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**34. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

Revised 11/1/2022

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**39. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

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

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

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

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

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

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

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

**2. BONDS:** The following bonds must be submitted:

- a. BID BOND:** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. **THE BID BOND MUST BE SUBMITTED WITH THE BID OR VENDOR'S BID WILL BE DISQUALIFIED.**
- b. PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: [www.state.wv.us/admin/purchase/forms2.html](http://www.state.wv.us/admin/purchase/forms2.html))
- c. 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. (Attorney General requires use of the State approved bond forms found at: [www.state.wv.us/admin/purchase/forms2.html](http://www.state.wv.us/admin/purchase/forms2.html))
- d. MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: [www.state.wv.us/admin/purchase/forms2.html](http://www.state.wv.us/admin/purchase/forms2.html))

In lieu of the Bid 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 the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.

**3. 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.

**3.1. 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.

**4. 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.

**5. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

**6. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

**7. 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.

**8. LOCAL LABOR MARKET HIRING REQUIREMENT:** Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.



The following terms used in this section have the meaning shown below.

(1) The term “construction project” means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term “construction project” does not include temporary or emergency repairs;

(2) The term “employee” means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term “employee” does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee’s work;

(3) The term “employer” means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term “local labor market” means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term “public improvement” includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

**9. DAVIS-BACON AND RELATED ACT WAGE RATES:**

The work performed under this contract is federally funded in whole, or in part. Pursuant to \_\_\_\_\_, Vendors are required to pay applicable Davis-Bacon wage rates.

The work performed under this contract is not subject to Davis-Bacon wage rates.

**10. SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review.

If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. **Required Information.** The subcontractor list must contain the following information:

i. Bidder's name

ii. Name of each subcontractor performing more than \$25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. **Subcontractor List Submission Form:** The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. **Substitution of Subcontractor.** Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

i. The subcontractor listed in the original bid has filed for bankruptcy;

ii. The subcontractor in the original bid has been debarred or suspended; or

iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.



**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.

(Printed Name and Title) James Martin, Managing Member

(Address) 138 Oakwood Road Charleston wv 25314

(Phone Number) / (Fax Number) 304-437-1974

(Email address) gonday138@gmail.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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

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

Gonday Enterprises LLC

(Company)



(Signature of Authorized Representative)

James Martin, Managing Member

(Printed Name and Title of Authorized Representative) (Date)

304-437-1974

(Phone Number) (Fax Number)

gonday138@gmail.com

(Email Address)

**REQUEST FOR QUOTATION  
Carpet removal and Installation  
CRFQ CPR2300000004**

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

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of Consolidated Public Retirement Board (hereinafter Agency or CPRB) to establish a contract for the removal of existing carpet and for the installation of new carpet (tiles) in various areas of the CPRB's main facility, located at 601-57th Street, SE Charleston, WV 25304 (1<sup>st</sup> Floor).

Vendor shall be responsible for the accurateness of all measurements for this project and Vendor should formulate their bid accordingly. See Exhibit B for additional details and floor plans. Agency estimates the total area to be carpeted is approximately **12,000 Sq. Ft.**

Agency is requesting an additional 15% carpet, to be left with agency, for contact item **13.2.1**. The Vendor will be responsible for removing and replacing any and all furniture or equipment in the areas being carpeted.

The Vendor shall furnish all materials, labor, permits, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

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

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Project Plans as defined below.

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

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

**2.3 "Pricing Page"** means the pages contained in WV OASIS, attached hereto as Exhibit A, or included in the Project Plans upon which Vendor should list its proposed price for the Construction Services.

**2.4 "Project Plans"** means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B, that provide detailed instructions on how the Construction Services are to be performed

**REQUEST FOR QUOTATION**  
**Carpet removal and Installation**  
**CRFQ CPR2300000004**

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**2.5 “Solicitation”** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.

**2.6 “Tufted”** means commercial carpet primarily manufactured by tufting or weaving. Several hundred needles stitch hundreds of rows of pile yarn tufts through a backing fabric called the primary backing.

**3. ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.

**4. QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

**4.1. Experience:** Vendor, or Vendor’s supervisory staff assigned to this project must have successfully completed at least five (5) projects that involved work similar to that described in these specifications or the Project Plans. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor’s past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

**4.2.** Vendor must have a valid WV Contractor License.

**5. CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.

**6. SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid.

**7. PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.

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**8. SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.

**9. PROJECT PLANS:** The checked box will apply to Project Plans for this solicitation.

- No Additional Project Plan Documents:** There are no additional Project Plans other than those attached hereto as Exhibit B or any subsequent addenda modifying Exhibit B.
- Additional Project Plan Documents:** There are additional Project Plan documents other than those attached as Exhibit B. Copies of the additional Project Plan documents not attached as Exhibit B can be obtained by contacting the entity identified below.

**10. CONDITIONS OF THE WORK**

**10.1 Permits:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.

**10.2 Existing Conditions:** If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.

**10.3 Standard Work Hours:** The standard hours of work allowed for this Contract shall be between 8:00 am ET to 5:00 pm ET, Monday through Friday, excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. The Agency may allow Vendor access to the facility up to 11:00 pm ET Monday through Friday or on Weekends from 8:00am ET to 5:00pm ET to complete the project. The Facilities Management or Security team will also be on site. However, authorization to work outside of the standard working hours will not entitle Vendor to additional compensation.

**10.4 Project Closeout:** Project Closeout shall include the following:

**10.4.1 Final Cleanup:** Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:

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

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

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

**10.5 Final Inspection:** Vendor shall participate in a final inspection with the Agency's Project Manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection. Vendor shall provide the additional carpet squares as requested. Vendor shall supply product and material specification information and maintenance information.

**11. FACILITIES ACCESS:** Performance of Contract Services may require and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

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

**11.2** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

**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.

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

**11.6** 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.

**11.7** 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:** James Martin

**Telephone Number:** 304-437-1974

**Fax Number:** \_\_\_\_\_

**Email Address:** gonday138@gmail.com

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**EXHIBIT A – Pricing Page**

Contract Item#	Item Description/Please enter Description and Model Number if bidding Equal Product	Square Footage (Vendors Estimate)	Unit Price	Extended Price
13.1.2	Carpeting (Shaw Change in Attitude TL Jo111 Tile	10,281	\$77,107	\$77,107
	Equal Product Description (If applicable):			
10.4 & 13.3	Contract Services Requirements Carpet Removal & Installation, Inspection, Final Cleanup	Total Cost of Contract Services:		\$77,107
<b>GRAND TOTAL:</b>				<b>\$77,107</b>

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**EXHIBIT B – PROJECT PLANS**

**13. General Requirements:**

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

**13.1.2 Carpeting**

**13.1.2.1 Vendor shall verify all square footages of areas requiring new carpeting prior to submitting a Bid. A copy of the Building's Floor Plans is included with these specifications. Bids will only be accepted from vendors who have verified square footages.**

**13.1.2.2 Vendor must supply, Shaw, Change in Attitude TL (Style Jo111) OR EQUAL. Any OR EQUAL product submitted for consideration must meet or exceed the specifications detailed below. If Vendor is providing an OR EQUAL, then a sample should be submitted with the bid, but can be requested after the Bid closing date.**

**13.1.2.3 Carpet: Tile, Minimum 18" x 18"**

**13.1.2.4 Construction: Tufted**

**13.1.2.5 Surface Appearance: Textured Loop**

**13.1.2.6 Gauge: 1/10" (39.37 rows per 10 cm)**

**13.1.2.7 Tufted Weight: 26 oz per oz/yd**

**13.1.2.8 Density: Minimum of 5000 oz/yd**

**13.1.2.9 Dye Method: Solution Dyed/Space Dyed**

**13.1.2.10 Fiber Type: 100% Nylon**

**13.1.2.11 Stain Release Technology: Protection Plus Stain**

**13.1.2.12 Soil Release Technology: Protection Plus Stain**

**13.1.2.13 Primary Backing: Non-Woven Synthetic**

**13.1.2.14 Secondary Backing: Ecoworx**

**13.1.2.15 Carpet color will be chosen by SBA from manufacturer's standard offering. If Vendor is providing an equal, then a sample should be submitted with the bid, but can be requested after the Bid closing date.**

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**13.1.2.16** Cove base shall be installed in any area where new carpeting has been installed. Cove base shall match color of carpet. A color sample shall be presented and approved by Agency prior to installation. Cove base shall be a minimum of 4 inches and maximum of 5 inches. Cove base shall be vinyl, have a toe and be installed according to manufacturer recommendations.

**13.1.3 Testing Specifications:** Vendor must submit, upon request, the manufacturer's certification that the flooring has been tested by an Independent laboratory and complies with the required fire tests.

**13.1.3.1** Flooring Radiant Panel: ASTM E 648 Class 1 (Glue Down) flammability requirements.  
<https://www.astm.org/Standards/E648.htm>

**13.1.3.2** Smoke Density: ASTM E 662 Less than 450

**13.1.3.3** Static Test: AATCC-134 Less than 3.5 KV

**13.2 Mandatory Contract Services Requirements and Deliverables**  
Contract Item must meet or exceed the Mandatory Requirements listed below:

**13.2.1 Installation**

**13.2.1.2** Vendor shall verify all dimensions prior to bidding. Agency shall not be responsible for inaccurate measurements. Vendor must complete project as bid. Vendor may not ask for additional compensation for carpet shortages due to a miscalculation, shortage, or workmanship issues.

**13.2.1.1** Vendor shall prepare existing floor to accept new carpeting as recommended by carpet product manufacturer, this may include removing old glue build up or leveling of the existing surface.

**13.2.1.2** Vendor shall be responsible for the removal and proper disposal of old carpeting, and other carpeting materials.

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- 13.2.1.3** Vendor shall complete all work in a neat and workmanlike manner. All work shall be done in a manner that meets commercial quality and manufacturer standards. Work shall be neat, true, plumb and square, as applicable.
- 13.2.1.4** Vendor shall install carpet using appropriate methods in order to prevent visible seams, overlaps, noticeable patching, and/or ripples. Vendor will be required to correct any of these deficiencies if found during the final inspection with Agency.
- 13.2.1.5** Vendor shall be responsible for the complete installation of new carpeting, transition/reducing strips, and cove base. Transition/Reducing strips must meet abutting materials as a part of the installation
- 13.2.1.6** Vendor shall use a low odor and not-toxic adhesive.
- 13.2.1.7** Vendor shall provide the Agency with the MSDS for this adhesive or any other chemicals used during the project. Vendor shall provide this information prior to starting the actual work.
- 13.2.1.8** CRI IAQ Testing Program Labels (Green Label Plus) required for both carpet and adhesives.
- 13.2.1.9** Vendor must install carpet in compliance with manufacturer's written installation and shall be in full compliance with all Federal, State, and Local Regulations and Ordinances. Installation shall be completed in accordance with the CR1-104, "Standard for Installation of Commercial Textile Floorcovering Materials" <https://carpet-rug.org/resources/installation-standards> for all aspects not Covered in the manufacturer's written installation recommendations. This includes 100% application of adhesive to surface area at the prescribed trowel notch requirement or 3/32", or per the manufacturer's Instructions.

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- 13.2.1.10** All work is to be performed in compliance with applicable Federal and State codes including but not limited to International Building Code, International Mechanical Code, Life Safety Code, NEC, OSHA, UL, ANSI, ASME and related standards.
- 13.2.1.11** A one-year warranty on labor and materials or the manufacturer's warranty, whichever is greater, are required. Carpet will have separate manufacturer's warranty to meet above specifications.
- 13.2.1.12** Vendor will be responsible for the storage of materials during the project. Vendor shall be responsible for the safe and proper storage of any combustible or flammable materials and shall notify Agency if any of these products will be inside of the facility. The Agency has the right to refuse the Vendor authorization to leave or store any products inside of the Agency.
- 13.2.1.13** Vendor shall be responsible for all costs associated with material storage, dumpster, or costs for the disposal of the old carpeting materials. Vendor may not use the Agency's dumpster for the removal of debris and old carpeting. Additional details on dumpster and disposal to be discussed at mandatory Pre-Bid Meeting
- 13.2.1.14** Vendor shall take all necessary steps to avoid wasting material and will not be allowed to use the additional carpet Agency requested. Vendor shall be responsible to purchase additional carpeting if necessary to correct shortages or workmanship errors. Agency requests 15% additional carpet for spots repairs for Contract item **13.1.2.**
- 13.2.1.15** Vendor must coordinate the installation schedule with the Agency. The Vendor shall perform the work on an area specific schedule. The Agency's Facilities Manager will approve the Vendor's work schedule and plans upon contract award.

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

**13.2.1.16** Vendor should have the project completed within sixty (60) days of the notice to proceed date.

**13.2.1.17** Vendor may not block access to any fire hydrant, air intakes, the parking lot entrance or exits, or any entrance or exit doors.

**13.2.1.18** Vendor will be allowed to park a maximum of three vehicles in the lot. Vendor is not authorized to pull vehicles or trailers onto sidewalk areas. Additional details on parking to be discussed at mandatory Pre-Bid Meeting.

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

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





State of West Virginia  
**PURCHASING DIVISION**  
**Construction Bid Submission Review Form**

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*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.*

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**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 a valid bid bond or other surety approved by the state of West Virginia
4. Failure to meet any mandatory requirement of the solicitation
5. Failure to submit bid prior to the bid opening date and time
6. Federal debarment
7. State of West Virginia debarment or suspension

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

1. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
2. Debt to the state or political subdivision (must be cured prior to award)
3. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
4. Not registered as a vendor with the state of West Virginia (must be cured prior to award)
5. Failure to obtain required bonds and/or insurance
6. Failure to provide the sub-contractor listing within one business day of bid opening or one business day of the request to do so by the Purchasing Division
7. Failure to supply West Virginia contractor's license number with bid or within one day of Purchasing Division request to do so
8. Failure to supply a signed drug-free workplace affidavit with bid or within one day of Purchasing Division request to do so
9. Failure to use the provided solicitation form (only if stipulated as mandatory)



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

I, James Martin, after being first duly sworn, depose and state as follows:

1. I am an employee of Gonday Enterprises LLC; and,  
(Company Name)
2. I do hereby attest that Gonday Enterprises LLC  
(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: James Martin

Signature: \_\_\_\_\_

Title: Managing Member

Company Name: Gonday Enterprises LLC

Date: 1/3/2023

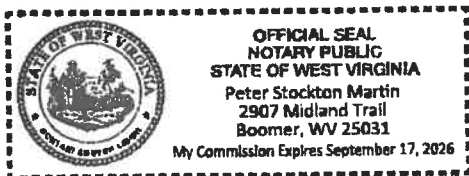
STATE OF WEST VIRGINIA,

COUNTY OF Kanawha, TO-WIT:

Taken, subscribed and sworn to before me this 3 day of January, 2023.

By Commission expires September 17 2026

(Seal)



Pete Stockton Martin  
(Notary Public)

State of West Virginia  
Purchasing Division

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## CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

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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: CRFQ 0203 CPE23\*4

Contract Purpose: Carpet removal & install

Agency Requesting Work: WV purchasing division

**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: Gonday Enterprises LLC

Vendor Telephone: 304-437-1974

Vendor Address: 138 Oakwood Road  
Charleston WV 25314

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

Vendor E-Mail: gonday138@gmail.com

**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

**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 Obligeo, 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 Obligeo 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 \_\_\_\_\_(Q)\_\_\_\_\_  
(Name of Principal)  
  
(R) By \_\_\_\_\_(S)\_\_\_\_\_  
(Must be President, Vice President, or Duly Authorized Agent)  
  
\_\_\_\_\_(T)\_\_\_\_\_  
Title  
  
Surety Seal \_\_\_\_\_(U)\_\_\_\_\_  
(Name of Surety)  
  
\_\_\_\_\_(V)\_\_\_\_\_  
\_\_\_\_\_(W)\_\_\_\_\_  
Attorney-in-Fact

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

**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 Obligee, 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 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 \_\_\_\_\_ 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.**



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

<b>Proc Folder:</b> 1135693			<b>Reason for Modification:</b>
<b>Doc Description:</b> Carpet Removal & Installation			
<b>Proc Type:</b> Central Contract - Fixed Amt			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2022-12-12	2023-01-10 13:30	CRFQ 0203 CPR2300000004	1

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** VS0000008145  
**Vendor Name :** Goday Enterprises LLC  
**Address :** 138 Oakwood Road  
**Street :**  
**City :** Charleston  
**State :** WV **Country :** United states **Zip :** 25314  
**Principal Contact :** James Martin  
**Vendor Contact Phone:** 304-437-1974 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

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

Vendor  
 Signature X

FEIN# 32-0317019

DATE 1/3/2023

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

**ADDITIONAL INFORMATION**Request for Quotation  
Construction

The West Virginia Purchasing Division is soliciting bids on behalf of Consolidated Public Retirement Board (hereinafter Agency or CPRB) to establish a contract for the removal of existing carpet and for the installation of new carpet (tiles) in various areas of the CPRB's main facility, located at 601-57th Street, SE Charleston, WV 25304 (1st Floor), per the bid requirements, specifications and terms and conditions as attached hereto,

INVOICE TO		SHIP TO	
CONSOLIDATED PUBLIC RETIREMENT 4101 MACCORKLE AVE SE		CONSOLIDATED PUBLIC RETIREMENT 4101 MACCORKLE AVE SE	
CHARLESTON US	WV	CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Carpet laying service	1.00000	LS	\$77,107	\$77,107

Comm Code	Manufacturer	Specification	Model #
72152503	Shaw	Per specs	

**Extended Description:**  
Carpet laying service

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-bid meeting @ 10:00 AM	2022-12-22
2	Vendor question deadline	2022-12-29

	<b>Document Phase</b>	<b>Document Description</b>	<b>Page</b>
CPR2300000004	Final	Carpet Removal & Installation	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions





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

<b>Proc Folder:</b> 1135693			<b>Reason for Modification:</b> Addendum No. 1
<b>Doc Description:</b> Carpet Removal & Installation			
<b>Proc Type:</b> Central Contract - Fixed Amt			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2022-12-13	2023-01-11 13:30	CRFQ 0203 CPR2300000004	2

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** VS0000008145  
**Vendor Name :** Gondag Enterprises LLC  
**Address :** 138 Oakwood Road  
**Street :**  
**City :** Charleston  
**State :** WV **Country :** United Staes **Zip :** 25314  
**Principal Contact :** James Martin  
**Vendor Contact Phone:** 304-437-1974 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 Melissa Pettrey  
 (304) 558-0094  
 melissa.k.pettrey@wv.gov

**Vendor Signature X**  **FEIN#** 32-0317019 **DATE** 1/3/2023

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

**ADDITIONAL INFORMATION**

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

Request for Quotation  
Construction

The West Virginia Purchasing Division is soliciting bids on behalf of Consolidated Public Retirement Board (hereinafter Agency or CPRB) to establish a contract for the removal of existing carpet and for the installation of new carpet (tiles) in various areas of the CPRB's main facility, located at 601-57th Street, SE Charleston, WV 25304 (1st Floor), per the bid requirements, specifications and terms and conditons as attached hereto,

INVOICE TO		SHIP TO	
CONSOLIDATED PUBLIC RETIREMENT 4101 MACCORKLE AVE SE		CONSOLIDATED PUBLIC RETIREMENT 4101 MACCORKLE AVE SE	
CHARLESTON US	WV	CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Carpet laying service	1.00000	LS	\$77,107	\$77,107

Comm Code	Manufacturer	Specification	Model #
72152503	Shaw	Per specs	

**Extended Description:**  
Carpet laying service

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Pre-bid meeting @ 10:00 AM	2022-12-22
2	Vendor question deadline	2022-12-29

# SOLICITATION NUMBER: CPR2300000004

## Addendum Number: 1

---

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:

1. **The bid opening has moved from 01/10/2023 to 01/11/2023. The bid opening time remains at 1:30 pm.**

**No other changes.**

**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.: CPR230000004**

**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.

Goday Enterprises LLC

Company



Authorized Signature

1/3/2023

Date

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



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

<b>Proc Folder:</b> 1135693			<b>Reason for Modification:</b>
<b>Doc Description:</b> Carpet Removal & Installation			
<b>Proc Type:</b> Central Contract - Fixed Amt			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2022-12-12	2023-01-10 13:30	CRFQ 0203 CPR2300000004	1

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** VS0000008145  
**Vendor Name :** Gondag Enterprises LLC  
**Address :** 138 Oakwood Road  
**Street :**  
**City :** Charleston  
**State :** WV **Country :** United states **Zip :** 25314  
**Principal Contact :** James Martin  
**Vendor Contact Phone:** 304-437-1974 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 Melissa Pettrey  
 (304) 558-0094  
 melissa.k.pettrey@wv.gov

**Vendor Signature X**  **FEIN#** 32-0317019 **DATE** 1/3/2023

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

**ADDITIONAL INFORMATION**Request for Quotation  
Construction

The West Virginia Purchasing Division is soliciting bids on behalf of Consolidated Public Retirement Board (hereinafter Agency or CPRB) to establish a contract for the removal of existing carpet and for the installation of new carpet (tiles) in various areas of the CPRB's main facility, located at 601-57th Street, SE Charleston, WV 25304 (1st Floor), per the bid requirements, specifications and terms and conditions as attached hereto,

INVOICE TO		SHIP TO	
CONSOLIDATED PUBLIC RETIREMENT 4101 MACCORKLE AVE SE CHARLESTON WV US		CONSOLIDATED PUBLIC RETIREMENT 4101 MACCORKLE AVE SE CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Carpet laying service	1.00000	LS	\$77,107	\$77,107

Comm Code	Manufacturer	Specification	Model #
72152503	Shaw	Per specs	

**Extended Description:**  
Carpet laying service

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Pre-bid meeting @ 10:00 AM	2022-12-22
2	Vendor question deadline	2022-12-29

	Document Phase	Document Description	Page
CPR2300000004	Final	Carpet Removal & Installation	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



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

<b>Proc Folder:</b> 1135693			<b>Reason for Modification:</b> Addendum No. 2
<b>Doc Description:</b> Carpet Removal & Installation			
<b>Proc Type:</b> Central Contract - Fixed Amt			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2022-12-21	2023-01-11 13:30	CRFQ 0203 CPR2300000004	3

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** VS0000008145  
**Vendor Name :** Gonday Enterprises LLC  
**Address :** 138 Oakwood Road  
**Street :**  
**City :** Charleston  
**State :** WV **Country :** United States **Zip :** 25314  
**Principal Contact :** James Martin  
**Vendor Contact Phone:** 304-437-1974 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 Melissa Pettrey  
 (304) 558-0094  
 melissa.k.pettrey@wv.gov

**Vendor Signature X**  **FEIN#** 32-0317019 **DATE** 1/3/2023

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



**ADDITIONAL INFORMATION**

Addendum No. 2 is issued to publish and distribute the attached information to the vendor community.  
 \*\*\*\*\*

Request for Quotation  
 Construction

The West Virginia Purchasing Division is soliciting bids on behalf of Consolidated Public Retirement Board (hereinafter Agency or CPRB) to establish a contract for the removal of existing carpet and for the installation of new carpet (tiles) in various areas of the CPRB's main facility, located at 601-57th Street, SE Charleston, WV 25304 (1st Floor), per the bid requirements, specifications and terms and conditons as attached hereto,

INVOICE TO		SHIP TO	
CONSOLIDATED PUBLIC RETIREMENT 4101 MACCORKLE AVE SE		CONSOLIDATED PUBLIC RETIREMENT 4101 MACCORKLE AVE SE	
CHARLESTON US	WV	CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Carpet laying service	1.00000	LS	\$77,107	\$77,107

Comm Code	Manufacturer	Specification	Model #
72152503	Shaw	Per specs	

Extended Description:  
 Carpet laying service

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Pre-bid meeting @ 10:00 AM	2022-12-22
2	Vendor question deadline	2022-12-29

# SOLICITATION NUMBER: CPR2300000004

## Addendum Number: 2

---

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:

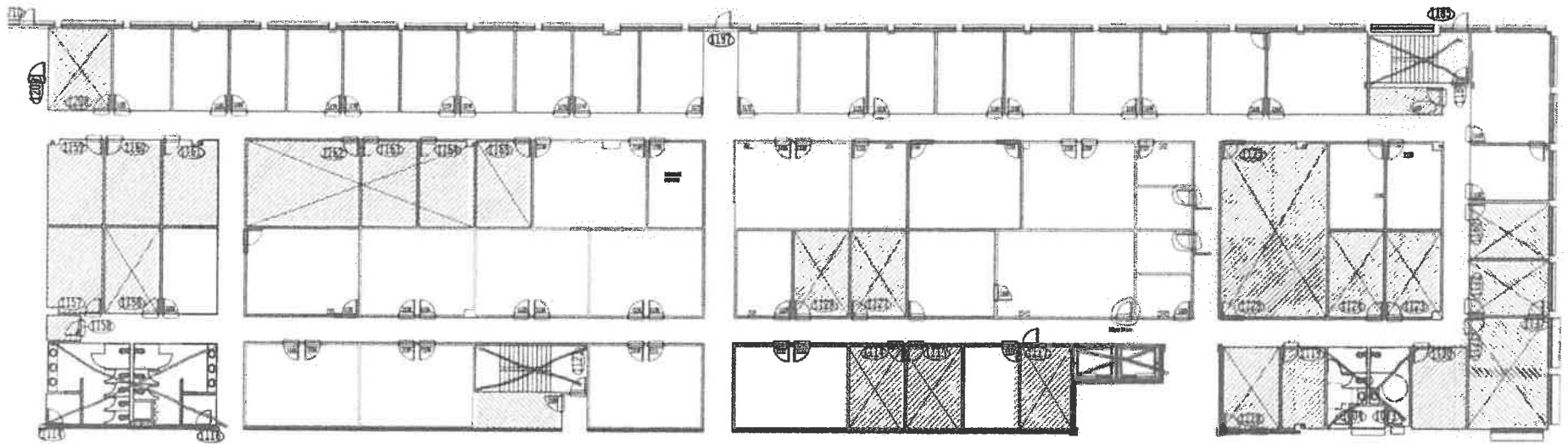
1. **To publish the floor plans per the solicitation.**

**No other changes.**

**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.



AREAS IN WHITE ARE TO BE  
CARPETED UNLESS THEY HAVE BEEN  
X THROUGH, OR HALLWAYS

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CPR230000004**

**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:**

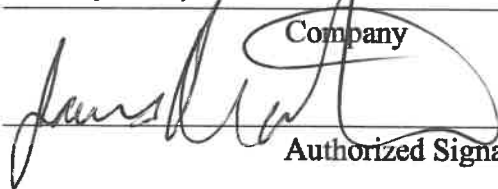
(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input 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 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.

Gonday Enterprises LLC

\_\_\_\_\_  
Company

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

1/3/2023

\_\_\_\_\_  
Date

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



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**

<b>Proc Folder:</b> 1135693			<b>Reason for Modification:</b>
<b>Doc Description:</b> Carpet Removal & Installation			
<b>Proc Type:</b> Central Contract - Fixed Amt			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2022-12-12	2023-01-10 13:30	CRFQ 0203 CPR2300000004	1

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** VS0000008145  
**Vendor Name :** Goday Enterprises LLC  
**Address :** 138 Oakwood Road  
**Street :**  
**City :** Charleston  
**State :** WV **Country :** United states **Zip :** 25314  
**Principal Contact :** James Martin  
**Vendor Contact Phone:** 304-437-1974 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

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

Vendor  
 Signature X

FEIN# 32-0317019

DATE 1/3/2023

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

**ADDITIONAL INFORMATION**Request for Quotation  
Construction

The West Virginia Purchasing Division is soliciting bids on behalf of Consolidated Public Retirement Board (hereinafter Agency or CPRB) to establish a contract for the removal of existing carpet and for the installation of new carpet (tiles) in various areas of the CPRB's main facility, located at 601-57th Street, SE Charleston, WV 25304 (1st Floor), per the bid requirements, specifications and terms and conditions as attached hereto,

**INVOICE TO****SHIP TO**
 CONSOLIDATED PUBLIC  
 RETIREMENT  
 4101 MACCORKLE AVE SE

 CHARLESTON WV  
 US

 CONSOLIDATED PUBLIC  
 RETIREMENT  
 4101 MACCORKLE AVE SE

 CHARLESTON WV  
 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Carpet laying service	1.00000	LS	\$77,107	\$77,107

Comm Code	Manufacturer	Specification	Model #
72152503	Shaw	Per specs	

**Extended Description:**  
 Carpet laying service
**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Pre-bid meeting @ 10:00 AM	2022-12-22
2	Vendor question deadline	2022-12-29

	Document Phase	Document Description	Page
CPR2300000004	Final	Carpet Removal & Installation	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



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

<b>Proc Folder:</b> 1135693			<b>Reason for Modification:</b> Addendum no. 3
<b>Doc Description:</b> Carpet Removal & Installation			
<b>Proc Type:</b> Central Contract - Fixed Amt			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2022-12-29	2023-01-11 13:30	CRFQ 0203 CPR2300000004	4

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** VS0000008145  
**Vendor Name :** Gondag Enterprises LLC  
**Address :** 138 Oakwood Road  
**Street :**  
**City :** Charleston  
**State :** WV **Country :** United States **Zip :** 25314  
**Principal Contact :** James Martin  
**Vendor Contact Phone:** 304-437-1974 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 Melissa Pettrey  
 (304) 558-0094  
 melissa.k.pettrey@wv.gov

**Vendor Signature X**  **FEIN#** 32-0137019 **DATE** 1/3/2023

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



**ADDITIONAL INFORMATION**

Addendum No. 3 is issued to publish and distribute the attached information to the vendor community.  
 .....

Request for Quotation  
 Construction

The West Virginia Purchasing Division is soliciting bids on behalf of Consolidated Public Retirement Board (hereinafter Agency or CPRB) to establish a contract for the removal of existing carpet and for the installation of new carpet (tiles) in various areas of the CPRB's main facility, located at 601-57th Street, SE Charleston, WV 25304 (1st Floor), per the bid requirements, specifications and terms and conditons as atatched hereto,

INVOICE TO		SHIP TO	
CONSOLIDATED PUBLIC RETIREMENT 4101 MACCORKLE AVE SE		CONSOLIDATED PUBLIC RETIREMENT 4101 MACCORKLE AVE SE	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Carpet laying service	1.00000	LS	\$77,107	\$77,107

Comm Code	Manufacturer	Specification	Model #
72152503	Shaw	Per specs	

**Extended Description:**  
 Carpet laying service

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-bid meeting @ 10:00 AM	2022-12-22
2	Vendor question deadline	2022-12-29

# SOLICITATION NUMBER: CPR2300000004

## Addendum Number: 3

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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:

1. **To publish then Mandatory Pre-bid sign-in sheet.**

**No other changes.**

**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.

# Pre-Bid Sign-In Sheet

Solicitation Number: CPR 23 \*04  
 Date of Pre-Bid Meeting: DECEMBER 22, 2022  
 Location of Prebid Meeting: DEP- DOLLY SODS CR  
601 5TH ST. SE  
CHARLESTON WV. 25304

*Please Note:*  
 Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.  
 Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.  
 For further verification, please also provide a business card if possible.

Firm Represented*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
Continental Flooring	PETE COLEMAN	9319 N 94th way Suite 1000 Scottsdale AZ	(480) 949-8509	(480) 945-2603	Pcoleman@continentalFlooring.com
Gonday Ent	Pete Martin	138 Oakwood Rd Charleston WV 25314	304-437 1974		gonday138@gmail.com

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

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CPR230000004**

**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.

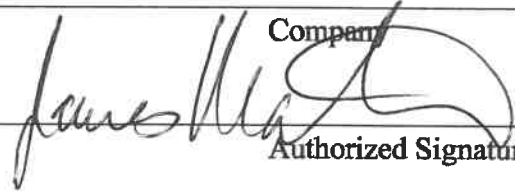
**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input type="checkbox"/> Addendum No. 1            | <input type="checkbox"/> Addendum No. 6  |
| <input 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 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.

Gonday Enterprises LLC

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

1/3/2023

\_\_\_\_\_  
Date

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



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

<b>Proc Folder:</b> 1135693			<b>Reason for Modification:</b>
<b>Doc Description:</b> Carpet Removal & Installation			
<b>Proc Type:</b> Central Contract - Fixed Amt			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2022-12-12	2023-01-10 13:30	CRFQ 0203 CPR2300000004	1

**BID RECEIVING LOCATION**


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

**VENDOR**

**Vendor Customer Code:** VS0000008145  
**Vendor Name :** Gonday Enterprises LLC  
**Address :** 138 Oakwood Road  
**Street :**  
**City :** Charleston  
**State :** WV **Country :** United states **Zip :** 25314  
**Principal Contact :** James Martin  
**Vendor Contact Phone:** 304-437-1974 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

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

**Vendor Signature X** 

**FEIN#** 32-0317019

**DATE** 1/3/2023

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

**ADDITIONAL INFORMATION**Request for Quotation  
Construction

The West Virginia Purchasing Division is soliciting bids on behalf of Consolidated Public Retirement Board (hereinafter Agency or CPRB) to establish a contract for the removal of existing carpet and for the installation of new carpet (tiles) in various areas of the CPRB's main facility, located at 601-57th Street, SE Charleston, WV 25304 (1st Floor), per the bid requirements, specifications and terms and conditions as attached hereto,

**INVOICE TO****SHIP TO**
 CONSOLIDATED PUBLIC  
 RETIREMENT  
 4101 MACCORKLE AVE SE

 CONSOLIDATED PUBLIC  
 RETIREMENT  
 4101 MACCORKLE AVE SE

 CHARLESTON                      WV  
 US

 CHARLESTON                      WV  
 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Carpet laying service	1.00000	LS	\$77,107	\$77,107

Comm Code	Manufacturer	Specification	Model #
72152503	Shaw	Per specs	

**Extended Description:**  
 Carpet laying service
**SCHEDULE OF EVENTS**

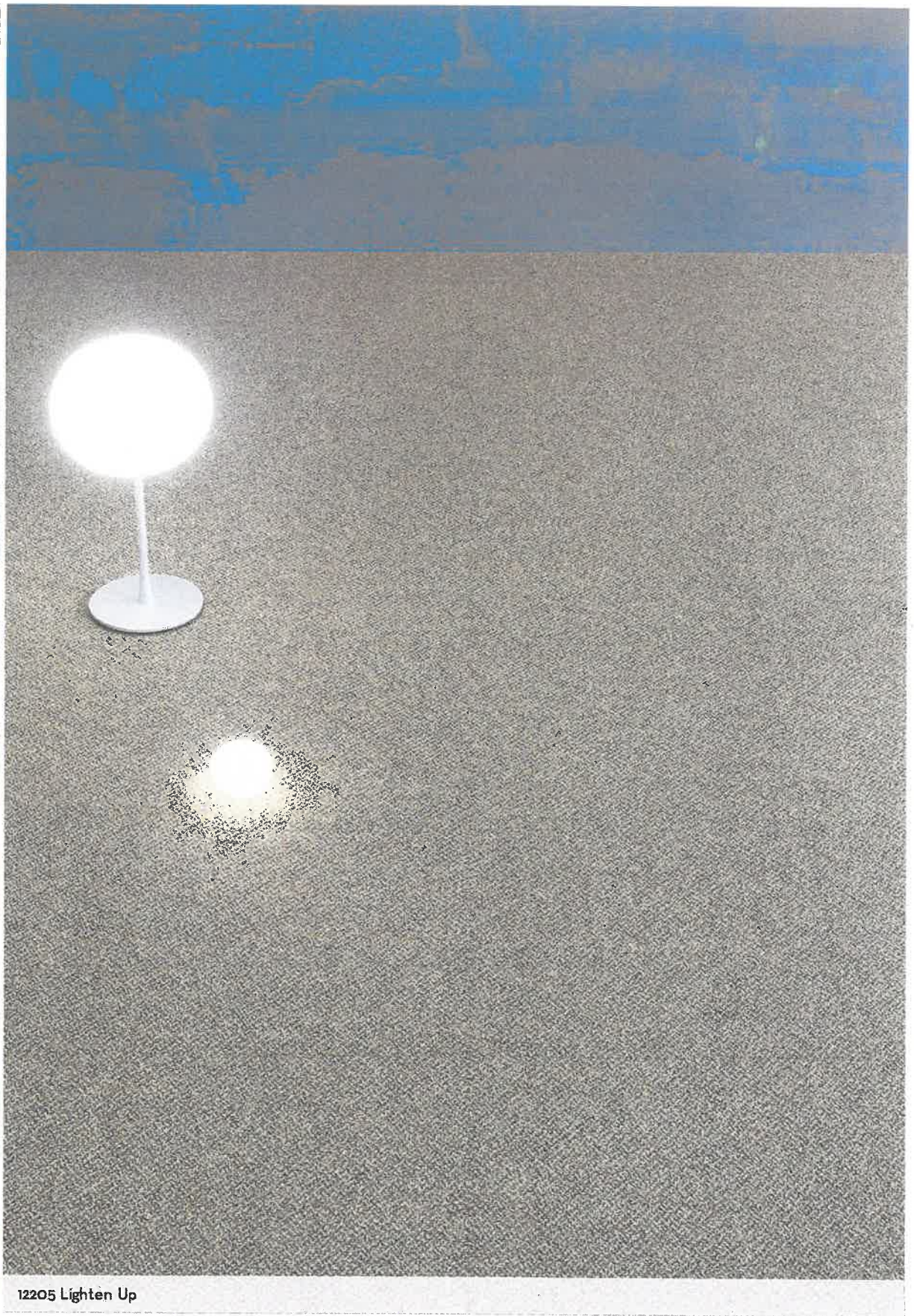
Line	Event	Event Date
1	Mandatory Pre-bid meeting @ 10:00 AM	2022-12-22
2	Vendor question deadline	2022-12-29

	Document Phase	Document Description	Page
CPR2300000004	Final	Carpet Removal & Installation	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions





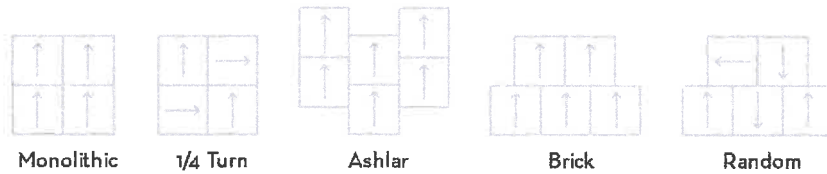


# CHANGE IN ATTITUDE TL

Style Name	<b>CHANGE IN ATTITUDE TL</b>	
Style Number	<b>JOM</b>	
Product Type	<b>Carpet Tile</b>	
Dye Method	<b>Solution Dyed/Space Dyed</b>	
Primary Backing	<b>Synthetic</b>	
Traffic Rating	<b>Severe</b>	
Protective Treatments	<b>SSP Protective Treatments</b>	
	<b>U.S.</b>	<b>Metric</b>
Product Size	<b>24 in x 24 in</b>	<b>6096 cm x 6096 cm</b>
Area Per Carton	<b>48 ft<sup>2</sup></b>	<b>4.46 m<sup>2</sup></b>
Pieces Per Carton	<b>12</b>	
Gauge	<b>1/10 in</b>	<b>39.37 per 10 cm</b>
Stitches	<b>10 per in</b>	<b>41 per 10 cm</b>
Finished Pile Thickness	<b>0.17 in</b>	<b>2.97 mm</b>
Average Density	<b>8000 oz/yd<sup>3</sup></b>	<b>12.69</b>
Total Thickness	<b>0.282 in</b>	<b>7.16 mm</b>
Tufted Weight	<b>26 oz/yd<sup>2</sup></b>	<b>881.5 g/m<sup>2</sup></b>
GSA Approved Product	<b>Yes</b>	



## Recommended Installation Methods



## Performance Testing

Pill Test	<b>Pass</b>
Radiant Panel	<b>Class I</b>
NBS Smoke	<b>Less than 450</b>
Electrostatic Propensity	<b>Less than 3.5 kv</b>
CRI Greenlabel Plus	<b>GLP9968</b>
ADA Compliance	<b>&gt;0.6, meets the recommended static coefficient of friction for ADA walking surfaces and accessible routes</b>

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

## Warranties

**Carpet Tile Lifetime Commercial Limited Warranty**

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



# CONTRACTOR LICENSE

AUTHORIZED BY THE  
West Virginia Contractor  
Licensing Board

NUMBER **WV046185**

CLASSIFICATION:  
ELECTRICAL  
GENERAL BUILDING  
HEATING, VENTILATING & COOLING  
PLUMBING  
RESIDENTIAL

GONDAY ENTERPRISES LLC  
DBA GONDAY ENTERPRISES LLC  
138 OAKWOOD ROAD  
CHARLESTON WV 25311

DATE ISSUED  
FEBRUARY 16, 2022

EXPIRATION DATE  
FEBRUARY 16, 2023

Authorized 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 on all advertisements, on all bid submissions, and on all fully executed and pending contracts. This license is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 20, Article 42.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/04/2023

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 have ADDITIONAL INSURED provisions or 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> Mountain State Insurance Agency 1206 Kanawha Blvd. E. Suite 100 Charleston WV 25301-2949	<b>CONTACT NAME:</b> Matthew Kerns <b>PHONE (A/C, No, Ext):</b> (304) 720-2000 <b>E-MAIL ADDRESS:</b> mkerns@mountainstateinsurance.com	<b>FAX (A/C, No):</b> (304) 720-2002	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Gonday Enterprises, LLC 138 Oakwood Rd Charleston WV 25314-1856	<b>INSURER A :</b> Old Guard Insurance Co.		17558
	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** 22-23 Liability                      **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			164272V	07/21/2022	07/21/2023	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 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			164272V	07/21/2022	07/21/2023	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 type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<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	N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Certificate Holder is included as an Additional Insured to the General Liability as required by written contract.

<b>CERTIFICATE HOLDER</b> Department of Administration Purchasing Division 2019 Washington Street E Charleston WV 25305	<b>CANCELLATION</b> 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 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/09/2023

**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 have ADDITIONAL INSURED provisions or 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> Automatic Data Processing Insurance Agency, Inc.  1 Adp Boulevard Roseland NJ 07068	<b>CONTACT NAME:</b> Automatic Data Processing Insurance Agency, Inc. <b>PHONE (A/C No, Ext):</b> 1-800-524-7024 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>																					
<b>INSURED</b> Gonday Enterprises LLC  138 Oakwood Rd  Charleston WV 25314	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A :</b></td> <td>NorGUARD Insurance Company</td> <td>31470</td> </tr> <tr> <td><b>INSURER B :</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER C :</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	<b>INSURER A :</b>	NorGUARD Insurance Company	31470	<b>INSURER B :</b>			<b>INSURER C :</b>			<b>INSURER D :</b>			<b>INSURER E :</b>			<b>INSURER F :</b>		
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<b>INSURER F :</b>																						

**COVERAGES**                                      **CERTIFICATE NUMBER:** 2799461                                      **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
A	<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 checked="" type="checkbox"/> Y	N/A	N	GOWC369936	09/15/2022	09/15/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

<b>CERTIFICATE HOLDER</b>  The State of WV Department of Administration Purchasing Division 2019 Washington Street  East Charleston WV 25305	<b>CANCELLATION</b>  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 
---	--

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Gonday Enterprises LLC  
of 138 Oakwood Road, Charleston, WV 25314, as Principal, and Nationwide Mutual Insurance Company  
of One West Nationwide Blvd., Columbus, OH 43215, a corporation organized and existing under the laws of the State of Ohio  
with its principal office in the City of Columbus, OH, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent Of Bid (\$ 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 Street East, Charleston, WV 25305  
REQ. P.O. #: CRFQ 0203 CPR230000004. Carpet removal and installation. Consolidated Public Retirement.  
4101 MacCorkle Avenue SE, 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 10th day of January, 2023.

Principal Seal

Gonday Enterprises LLC  
(Name of Principal)  
By [Signature]  
(Must be President, Vice President, or  
Duly Authorized Agent)  
[Signature]  
(Title)

Surety Seal

Nationwide Mutual Insurance Company  
(Name of Surety)  
[Signature]  
Jill Morris Gibson, 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.**



KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint: ADAM YEAGER; BRADLEY A MEREDITH; JILL MORRIS GIBSON; RYAN D WINGROVE;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

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

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur  
Notary Public, State of New York  
No. 02MC6270117  
Qualified in New York County  
Commission Expires October 19, 2024

[Handwritten signature of Stephanie Rubino McArthur]

Notary Public  
My Commission Expires  
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 10th day of January, 2023.

[Handwritten signature of Laura B. Guy]

Assistant Secretary