



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

Solicitation

NUMBER
WSH14080

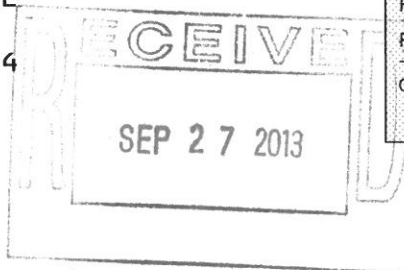
PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067

*709050418 01 304-766-2211
ARCHITECTURAL INTERIOR PRODUCT
2908 CHARLES AVE

DUNBAR WV 25064

HEALTH AND HUMAN RESOURCES
WILLIAM R. SHARPE JR. HOSPITAL
CENTRAL RECEIVING
936 SHARPE HOSPITAL ROAD
WESTON, WV 26452
304-269-1210



DATE PRINTED

09/24/2013

BID OPENING DATE:

10/31/2013

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE WEST VIRGINIA PURCHASING DIVISION IS SOLICITING BIDS ON BEHALF OF THE WEST VIRGINIA DEPARTMENT OF HEALTH & HUMAN RESOURCES (DHHR) TO ESTABLISH A CONTRACT FOR THE REMOVAL & DISPOSAL OF THE CURRENT MULTI-PURPOSE CARPET & PADDING AND TO PROVIDE AND INSTALL A NEW FLOORING SURFACE AND PADDING FOR THE SAME MULTI-PURPOSE ROOM OF THE WILLIAM R. SHARPE JR. HOSPITAL, LOCATED @ 936 SHARPE HOSPITAL ROAD, WESTON, WV. 26452 PER THE ATTACHED SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS.						
0001	5,520	EA		360-10	\$1.89	\$10,432.80
	PER SQUARE FOOT - REMOVAL & DISPOSAL OF CURRENT					
0002	5,520	EA		360-10	\$7.28	\$40,185.60
	PER SQUARE FOOT - NEW FLOORING/SURFACE/PADDING					
0003	1	JB		360-10	\$2.22	\$12,254.40
	INSTALLATION OF FLOORING/SURFACE/PADDING (TO BE					

10/31/13 12:37:57 PM
West Virginia Purchasing Division

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-766-2211	10/31/2013
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Sales	550602350	

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Solicitation

NUMBER
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PAGE
2

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*709050418 01 304-766-2211
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HEALTH AND HUMAN RESOURCES
WILLIAM R. SHARPE JR. HOSPITAL
CENTRAL RECEIVING
936 SHARPE HOSPITAL ROAD
WESTON, WV 26452
304-269-1210

DATE PRINTED
09/24/2013

BID OPENING DATE: 10/31/2013

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0004	1	JB		360-10	.36	\$1,987.20
PAINTING & PREPARATION OF USE OF FLOORING/SURFACE						
0005	1	LS		360-10	Included	
WARRANTY - 8 YEARS MATERIAL, 2 YEARS INSTALLATION						
***** THIS IS THE END OF RFQ WSH14080 ***** TOTAL:						\$64,860.00

SIGNATURE	TELEPHONE	DATE
<i>Int Galt</i>	304-766-2211	10/31/2013
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Sales	550602350	

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

☐ A pre-bid meeting will not be held prior to bid opening.

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

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

William R. Sharpe Jr. Hospital
936 Sharpe Hospital Road
Weston, WV 26452

October 10, 2013 @ 10:00 a.m. - Conference Room F

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

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

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

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

Question Submission Deadline: October 16, 2013 - end of business

Submit Questions to:

Roberta A. Wagner

2019 Washington Street, East
Charleston, WV 25305

Fax: 304-558-4115

Email: roberta.a.wagner@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made 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 signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

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

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

STATE OF WEST VIRGINIA
 SEALED BID
 BUYER: DEPT OF ADMIN - PURCHASING DIVISION
 SOLICITATION NO.: WSH14080
 BID OPENING DATE: 10-31-2013
 BID OPENING TIME: 1:30 PM
 FAX NUMBER: 304-766-2214

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: ☐ Technical
☐ Cost

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

Bid Opening Date and Time: October 31, 2013
 @ 1:30 p.m.

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.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

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

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

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

 - 2.5 **"Purchase Order"** 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 successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

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

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

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



Term Contract

Initial Contract Term: This Contract becomes effective on _____
and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to _____ successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release 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 _____ ninety (90) _____ days.

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

☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
 - ☐ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
 - ☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
 - ☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
 - ☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- ☒ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- ☒ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of _____ \$ 65,000.00 _____. The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- ☒ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- ☒ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- ☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

- ☒ **Commercial General Liability Insurance:**
\$1,000,000.00 or more.
- ☐ **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.
- ☐
- ☐
- ☐
- ☐
- ☐
- ☐

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

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

☒ Valid West Virginia Contractor License

☐
☐
☐

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

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

- 12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount
N/A for

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

- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid 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.
23. **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.
24. **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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **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.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **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.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

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

30. **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.
31. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
32. **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.
33. **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.
34. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **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.
36. **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.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. [RESERVED]

39. 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>.

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

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

- 45. 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.

- 46. 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.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- ☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
 - ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state

repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

52. 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.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. 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
- b. 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.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Architectural Interior Products, Inc.

Contractor's License No. WV035986

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

2. **DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.

2.1 DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article.

The awarding public authority may 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.

3. **DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;

(4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder.

3. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
4. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$250,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.
 - a. **Required Information.** The subcontractor list shall contain the following information:
 - i. Bidder's name
 - ii. Name of each subcontractor
 - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
 - iv. Notation that no subcontractor will be used to perform more than \$25,000.00 of work, when applicable
 - b. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
 - c. **Substitution of Subcontractor.** Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:
 - i. The subcontractor listed in the original bid has filed for bankruptcy;
 - ii. The subcontractor in the original bid has been debarred or suspended; or
 - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.

5. **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.

REQUEST FOR QUOTATION
[WSH14080] [Multi-Purpose Room Flooring]

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of William R. Sharpe, Jr. Hospital to establish a contract for the one-time purchase of a new flooring/surface covering of the Multi-Purpose Room of William R. Sharpe, Jr. Hospital.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Services”** means the removal and disposal of the current covering, the materials for the new flooring, installation of the flooring and final labor costs to prepare the flooring for use specified.
 - 2.2 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Services.
 - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as WSH14080.
3. **QUALIFICATIONS:** Vendor shall have the following minimum qualifications:
 - 3.1. Valid West Virginia Contractor’s License
4. **MANDATORY REQUIREMENTS:**
 - 4.1 **Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.
 - 4.1.1 **Vendor shall remove and dispose of current Multi-Purpose Room Carpet and Padding.**
 - 4.1.2 **Vendor shall provide and install New Flooring/Surface/Padding for the Multi-Purpose Room.**
 - A. The flooring will cover an area of 49 ½ ft. X 105 ft. and two (2) outlet corridors of 20 ft. X 8 ft. Please see the attached diagram. This area does not cover the entire surface of the Multi-Purpose Room, just the playing surface for physical activities, such as basketball, volleyball, etc.

REQUEST FOR QUOTATION
[WSH14080] [Multi-Purpose Room Flooring]

The Vendor is responsible to take actual measurements during the pre-bid and provide drawing(s) with their bid.

- B.** Vendor must provide Omnisports 6.5 or equal flooring - prefabricated sport surface 6.5mm (1/4") with wood flooring design and slightly textured embossed surface as supplied by FieldTurf USA, Inc. or equal. Embossing of wood design and solid colors must be the same; varying embossing or surface textures will not be allowed. The appearance of the flooring shall closely resemble standard wood strip flooring in size, color, board length, and grain appearance. The wood design shall be protected by a clear layer of pure PVC (Polyvinyl Chloride) and Top Clean, or equal, a factory applied UV cured urethane treatment. Intermediate layers shall be fortified with a non-woven fiberglass grid for increased dimensional stability. The foam force reduction layer portion of the flooring shall be high-density closed cell PVC foam with honeycomb embossing, and is applied in one continuous manufacturing process. Laminated or adhered foam layers will not be allowed.
- C.** This surface must be Certified Asthma & Allergy Friendly by the Asthma and Allergy Foundation of America and FloorScore certified. This certification must be provided with the bid.
- D.** The vendor must provide manufacturer documentation that ensures the indoor resilient multipurpose surfacing shall have been actively marketed for a minimum of ten (10) years and manufactured in an ISO 9001 and ISO 14001 certified plant. This documentation from the manufacturer must be provided with the bid.
- E.** The vendor must provide supplier documentation that ensures the indoor resilient multipurpose surfacing supplier shall be an established firm experienced in the field and appointed as a distributor by the manufacturer of the indoor resilient multipurpose surfacing. This documentation from the manufacturer and installer must be provided with the bid.
- F.** The vendor will furnish to the hospital additional materials containing a total of at least 1% of the indoor resilient athletic surfacing of the same color used on the project. This will be used by the facility for future repairs as needed.

REQUEST FOR QUOTATION
[WSH14080] [Multi-Purpose Room Flooring]

4.1.3 Vendor shall Install the New Flooring/Surface/Padding in the Multi-Purpose Room.

- A. The installer of the indoor resilient multipurpose surfacing shall have a minimum of five (5) years experience in the field installing indoor resilient multipurpose surfacing and have worked on at least five (5) projects of similar size, type and complexity. This documentation must be submitted with the bid.
- B. Installer to submit the indoor resilient athletic surfacing manufacturer's or distributor's certification attesting that they are an approved installer of the indoor resilient multipurpose surfacing. This documentation must be submitted with the bid.
- C. Vendor shall install the indoor resilient athletic surfacing in strict accordance with the indoor resilient athletic surfacing manufacturer's written instructions.
- D. Vendor shall install the indoor resilient athletic surfacing minimizing cross seams. Vendor shall provide a seam diagram with their bid for approval prior to installation.
- E. Vendor is to remove all unused materials, tools, and equipment and dispose of any debris properly. The vendor is to clean the indoor resilient athletic surfacing in accordance with the manufacturer's instructions after installation. Subsequent cleaning will be done by the facility.

4.1.4 Painting & Preparation of Use of New Flooring/Surface

- A. Vendor is to provide Adhesive, Game Line, Paint Primer and Game Line Paint that is approved by the indoor resilient athletic surfacing manufacturer.
- B. Vendor shall provide game lines similar to what exists on the current flooring. The current game lines can be seen during the pre-bid meeting.
- C. Vendor shall paint game lines using approved game line paint primer and game line paint in strict accordance with the game line paint manufacturer's instructions.

REQUEST FOR QUOTATION
[WSH14080] [Multi-Purpose Room Flooring]

- 4.1.5 Vendor shall provide a warranty of 8 years on material and 2 years on installation.**

5. CONTRACT AWARD:

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

5.2 Pricing Page: Vendor should complete the Pricing Page by pricing each item in the bid (specified parts, delivery, and installation) in accordance with the pricing page. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

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

REQUEST FOR QUOTATION
[WSH14080] [Multi-Purpose Room Flooring]

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

- 9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

- 10.1. The following shall be considered a vendor default under this Contract.

- 10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
- 10.1.2. Failure to comply with other specifications and requirements contained herein.
- 10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 10.1.4. Failure to remedy deficient performance upon request.

- 10.2. The following remedies shall be available to Agency upon default.

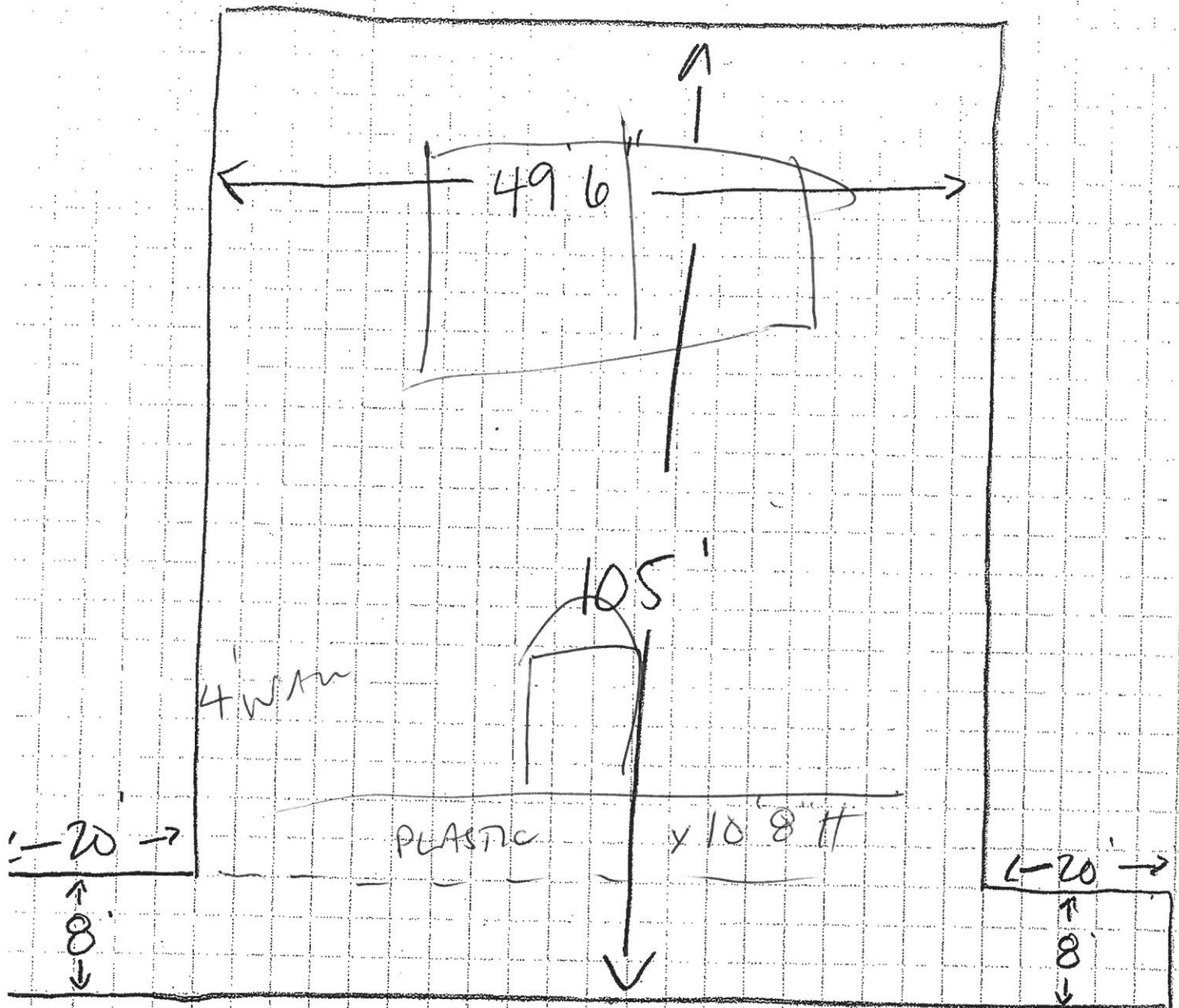
- 10.2.1. Cancellation of the Contract.
- 10.2.2. Cancellation of one or more release orders issued under this Contract.
- 10.2.3. Any other remedies available in law or equity.

REQUEST FOR QUOTATION
[WSH14080] [Multi-Purpose Room Flooring]

11. MISCELLANEOUS:

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

Contract Manager: Trent Gabbert
Telephone Number: 304-741-2853
Fax Number: 304-766-2214
Email Address: trent@aipinc.biz



REF WILLIAM R SHALPE, JR
GYM LAYOUT

* NOT TO SCALE *

CERTIFICATE

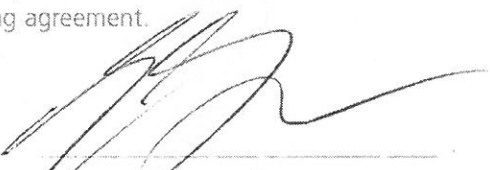
The following product has been tested by Allergy Standards Ltd as outlined in report ASR: 1207-01 and in association with the Asthma and Allergy Foundation of America and is officially



Product Description	Omnisports 6.5 and 8.3mm – Greenlay™ & Fullspread Installation using Tarkett Sport Multi-Poxy Adhesive
Manufacturer	FieldTurf USA, Inc. (A Tarkett Company)
Laboratory Testing Number	ASC002239, ASC002240, ASC002241
Certification Number	AAFC: 1207/12/05/01/2066
Issue Date	18th January 2013
Validation Period	1 Year

This product has been certified as **asthma & allergy friendly™** as outlined in report ASR: 1207-01. The above Certification Mark may be displayed with the products under the strict terms and conditions defined in the licensing agreement.


Dr John McKeon
Chief Executive Officer
Allergy Standards Ltd


Dr Bruce Mitchell
Chairman of Medical Certification Board
Allergy Standards Ltd

Awarded by the
Allergy Standards Ltd · The Tower · Trinity Enterprise Campus · Grand Canal Quay · Dublin 2
Tel +353 1 675 5678 · Fax +353 1 672 9846 · email info@allergystandards.com
www.allergystandards.com

Referenced to Report No. ASR: 1207-01

* Certificate not valid without the above official seal

SCS Global Services does hereby certify that an independent assessment has been conducted on behalf of:

Tarkett

16910 Munn Road, Chagrin Falls, OH, 44023

For the following product(s):

Sheet Vinyl:

Heterogeneous: Acczent, Amerisport, Compact, Training, Tarkolay, Omnisports 3.5mm, Omnisports Speed (3.5mm), Omnisports 5.0 mm, Omnisports Training 5.0 mm, Omnisports 6.5mm, Omnisports Reference, Omnisports 8.3mm, Omnisports Excel, Omnisports Compact, Acczent Wood Acoustiflor, Acczent Excellence 80, Acczent Evolution, Tapiflex Evolution, Tapiflex Essential 50, Tapiflex Excellence 65, Tapiflex Stairs, Tarkolay, Ruby, Stella

This product meets all of the necessary qualifications to be certified for the following claim:

FloorScore®

Indoor Air Quality Certified to SCS-EC10.2-2007

Conforms to California Specification 01350 (Standard Method v1.1, effective January 1, 2012) for the school classroom and private office parameters¹.

¹ Modeled Product Type: Flooring

Registration # SCS-FS-02748

Valid from: March 28, 2013 to June 30, 2014



SCSglobal
SERVICES

A handwritten signature in black ink, reading "Robert J. Hrubes".

Robert J. Hrubes, Ph.D., Executive Vice President
SCS Global Services
2000 Powell Street, Ste. 600, Emeryville, CA 94608 USA

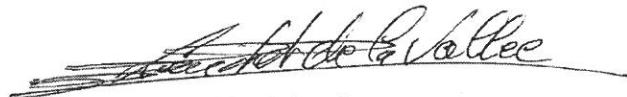
REF. Marketing Confirmation

Calhoun, 31 October 2013

SUBJECT Omnisports

To Whom It May Concern,

This letter is intended to serve as confirmation that Omnisports has been actively marketed by the Tarkett Group for over 10 years.



Stephane Leudet de la Valle
Vice President — Indoor Products North America



THE ULTIMATE
SURFACE EXPERIENCE

October 28, 2013

To Whom It May Concern,

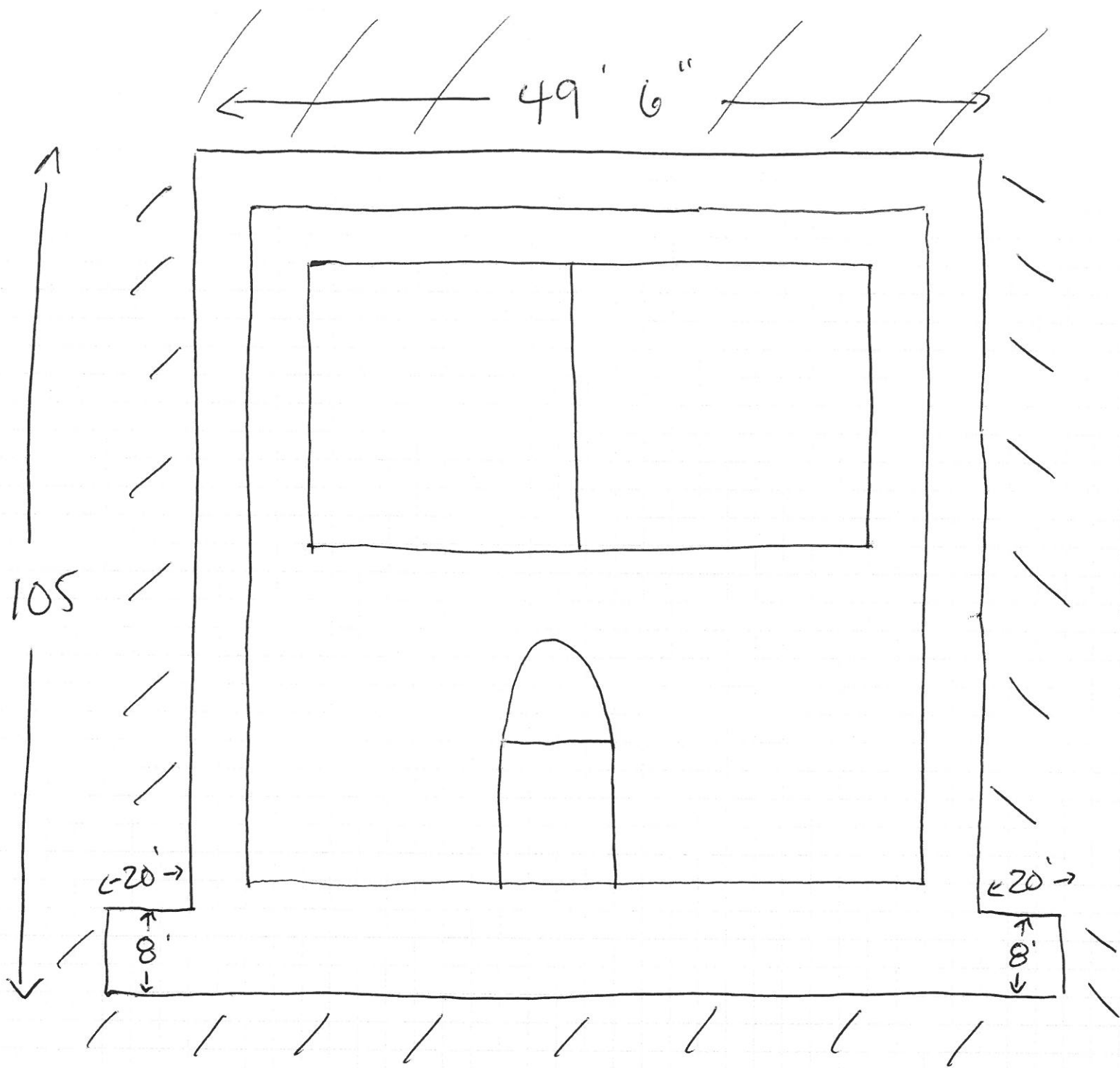
Please be advised that AIP, (Architectural Interior Products), is our exclusive Dealer for Tarkett Omnisports material in WV and KY. AIP is also authorized and endorsed by Tarkett as a qualified installer of our Omnisports material.

Sincerely,

Adam Winnicky
Regional Manager
Tarkett Sports

Tarkett Omnisport Reference List

Buffalo Middle School	Kenova, WV	6,500 sf	Omnisport 6.5
Burlington UMC	Beckley, WV	4,000 sf	Omnisport 6.5
Maysville Bible Brethren	Maysville, WV	5,670 sf	Omnisport 6.5
Ansted Baptist Church	Ansted, WV	4,800 sf	Omnisport 6.5
Smithville Elementary	Smithville, WV	2,600 sf	Omnisport 6.5
Good Shepherd Baptist Church	Scott Depot, WV	6,500 sf	Omnisport 6.5
Milton Baptist Church	Milton, WV	5,888 sf	Omnisport 8.3
WV State Police Academy	Institute, WV	5,900 sf	Omnisport 6.5
Genesis Youth Center	Clarksburg, WV	6,831 sf	Omnisport 6.5
Trinity Assembly of God	Fairmont, WV	5,800 sf	Omnisport 8.3
Highland Hospital	Clarksburg, WV	3,000 sf	Omnisport 6.5
East Bank UMC	East Bank, WV	5,000 sf	Omnisport 6.5
Sacred Heart Elementary School	Charleston, WV	6,000 sf	Omnisport 6.5



RE: WILLIAM R SHARPE
FLOORING SEAM LAYOUT

* WE WILL WORK WITH OWNER ONCE ALL
GAME LINE LOCATION DECISIONS ARE FINALIZED
TO HAVE AS MANY HORIZONTAL SEAMS AS
POSSIBLE



Certificat

Certificate

N° 1995/4610h

AFNOR Certification certifie que le système de management mis en place par :
AFNOR Certification certifies that the management system implemented by:

TARKETT FRANCE

pour les activités suivantes :
for the following activities:

PRODUCTION, VENTE ET CESSIION INTERNE DE REVETEMENTS
DE SOLS PLASTIQUES POUR L'HABITAT ET LES COLLECTIVITES.

PRODUCTION, SALE AND INTERNAL TRANSFER OF PLASTIC FLOOR
COVERINGS FOR RESIDENTIAL MARKETS AND INSTITUTIONS.

a été évalué et jugé conforme aux exigences requises par :
has been assessed and found to meet the requirements of:

ISO 9001 : 2008

et est déployé sur les sites suivants :
and is developed on the following locations:

2 Avenue Francois Sommer BP 40333 FR-08203 SEDAN CEDEX

Ce certificat est valable à compter du (année/mois/jour)
This certificate is valid from (year/month/day)

2011-07-08

Jusqu'au
Until

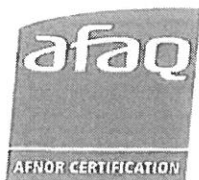
2014-07-07

Directrice Générale d'AFNOR Certification

Managing Director of AFNOR Certification

F. MÉAUX

001-2011/01



Certificat

Certificate

N° 2008/32992b

AFNOR Certification certifie que le système de management mis en place par :
AFNOR Certification certifies that the management system implemented by:

TARKETT FRANCE

pour les activités suivantes :
for the following activities:

PRODUCTION DE REVETEMENTS DE SOLS PLASTIQUES
POUR L'HABITAT ET LES COLLECTIVITES.

PRODUCTION OF PLASTIC FLOOR COVERINGS
FOR RESIDENTIAL MARKETS AND INSTITUTIONS.

a été évalué et jugé conforme aux exigences requises par :
has been assessed and found to meet the requirements of:

OHSAS 18001 (2007) + ISO 14001 (2004)

et est déployé sur les sites suivants :
and is developed on the following locations:

2 Avenue Francois Sommer BP 40333 FR-08203 SEDAN CEDEX

Le détail des activités et sites certifiés par norme est mentionné sur les certificats suivants :
The description of certified activities and locations per standard is mentioned on the following certificates:

Certificat ISO 14001 n° 14374 délivré sous accréditation n° 4-0001.
Certificat OHSAS 18001 n° 22409.

Ce certificat est valable à compter du (année/mois/jour)
This certificate is valid from (year/month/day)

2011-07-08

Jusqu'au
Until

2014-07-07

Directrice Générale d'AFNOR Certification

Managing Director of AFNOR Certification

F. MÉAUX

001 - 2011/01

Communication to customers in accordance with Article 33 of REACH Regulations

Dear customer,

On June 1st 2007 REACH Regulations came into force, in all European member states. The REACH regulation then applied to manufacturers and importers who were not previously considered to be involved with chemicals.

REACH, stands for Registration, Evaluation, Authorisation and restriction of Chemicals, creates certain obligations for those manufacturers.

As a manufacturer of "articles" as defined by REACH, i.e. floor coverings, Tarkett has obligations under REACH to inform downstream users of its products. The European Chemicals Agency (ECHA) "Guidance for downstream users" clearly states that we must provide our customers with information if the content of certain substances exceeds a concentration of 0.1 % mass weight in the articles we provide. This Article comes into force as soon as a first list of such substances (the candidate list) is published.

On 20 June 2011 ECHA updated the official list of substances which are candidates for authorisation (53 substances).

We can confirm that none of these substances are present, in the portfolio of more than 1000 virgin raw materials used to manufacture our different products.

As far as recycling of vinyl flooring is concerned, Tarkett has always been a major player in this field and has been striving to minimise the depletion of natural resources. In accordance with the European Parliament's Directive 2006/12/EC encouraging the reuse of materials, Tarkett intends to actively continue this policy, in respect of REACH regulation.

Therefore Tarkett has put in place on a large scale, a detailed action plan to secure the process and make sure that our suppliers provide us with 100% compliant recycled materials and have eliminated the listed substances:

- Implementation of a set of test methods to closely follow the composition of each source of recycled materials and isolate substances at risk,
- Documented conformation from our suppliers to guarantee that the recycled materials they sell us, fully complies with REACH regulation.
- Statistical follow-up of the recycled materials we receive.

This protocol has been established since June 2009, ensuring that any doubtful source will have been eliminated.

We believe that this clarifies Tarkett's position and we hope to have answered your questions.

Nanterre, November 23rd, 2011

Marie-Christine GILLET
VP Environment Tarkett Western Europe



Substance name	EC No.	CAS No.
Cobalt dichloride	231-589-4	7646-79-9
1,2-Benzenedicarboxylic acid, di-C6-8-branched alkyl esters, C7-rich	276-158-1	71888-89-6
1,2,3-Trichloropropane	202-486-1	96-18-4
1-Methyl-2-pyrrolidone	212-828-1	872-50-4
Hydrazine	206-114-9	302-01-2 / 7803-57-8
1,2-Benzenedicarboxylic acid, di-C7-11-branched and linear alkyl esters	271-084-6	68515-42-4
Strontium chromate	232-142-6	7789-06-2
2-Ethoxyethyl acetate	203-839-2	111-15-9
Chromic acid, Oligomers of chromic acid and dichromic acid, Dichromic acid	231-801-5 - 236-881-5	7738-94-5 - 13530-68-2
Chromium trioxide	215-607-8	1333-82-0
2-Ethoxyethanol	203-804-1	110-80-5
2-Methoxyethanol	203-713-7	109-86-4
Cobalt(II) diacetate	200-755-8	71-48-7
Cobalt(II) carbonate	208-169-4	513-79-1
Cobalt(II) dinitrate	233-402-1	10141-05-6
Cobalt(II) sulphate	233-334-2	10124-43-3
Sodium chromate	231-889-5	7775-11-3
Potassium chromate	232-140-5	7789-00-6
Ammonium dichromate	232-143-1	7789-09-5
Potassium dichromate	231-906-6	7778-50-9
Tetraboron disodium heptaoxide, hydrate	235-541-3	12267-73-1
Disodium tetraborate, anhydrous	215-540-4	1303-96-4/ 1330-43-4/ 12179-04-3
Boric acid	233-139-2 / 234-343-4	10043-35-3 / 11113-50-1
Trichloroethylene	201-167-4	79-01-6

Substance name	EC No.	CAS No.
Acrylamide	201-173-7	79-06-1
Zirconia Aluminosilicate Refractory Ceramic Fibres are fibres covered by index number 650-017-00-8 in Annex VI, part 3, table 3.2 of Regulation (EC) No 1272/2008 of the European Parliament and of the Council of 16 December 2008 on classification, labelling and packaging of substances and mixtures, and fulfil the two following conditions: a) Al_2O_3, SiO_2 and ZrO_2 are present within the following concentration ranges: Al_2O_3: 35 – 36 % w/w, and SiO_2: 47.5 – 50 % w/w, and ZrO_2: 15 - 17 % w/w, b) fibres have a length weighted geometric mean diameter less two standard geometric errors of 6 or less micrometres (μm).		
Tris(2-chloroethyl)phosphate	204-118-5	115-96-8
Pitch, coal tar, high temp.	266-028-2	65996-93-2
Lead sulfochromate yellow (C.I. Pigment Yellow 34)	215-693-7	1344-37-2
Lead chromate molybdate sulphate red (C.I. Pigment Red 104)	235-759-9	12656-85-8
Lead chromate	231-846-0	7758-97-6
Diisobutyl phthalate	201-553-2	84-69-5
Anthracene oil, anthracene paste, distn. lights	295-278-5	91995-17-4
Anthracene oil, anthracene paste, anthracene fraction	295-275-9	91995-15-2
Anthracene oil, anthracene paste	292-603-2	90640-81-6
Anthracene oil, anthracene-low	292-604-8	90640-82-7
Anthracene oil	292-602-7	90640-80-5
Aluminosilicate Refractory Ceramic Fibres are fibres covered by index number 650-017-00-8 in Annex VI, part 3, table 3.2 of Regulation (EC) No 1272/2008 of the European Parliament and of the Council of 16 December 2008 on classification, labelling and packaging of substances and mixtures, and fulfil the two following conditions: a) Al_2O_3 and SiO_2 are present within the following concentration ranges: Al_2O_3: 43.5 – 47 % w/w, and SiO_2: 49.5 – 53.5 % w/w, or Al_2O_3: 45.5 – 50.5 % w/w, and SiO_2: 48.5 – 54 % w/w, b) fibres have a length weighted geometric mean diameter less two standard geometric errors of 6 or less micrometres (μm).		
	-	Extracted from Index no.: 650-017-00-8

Substance name	EC No.	CAS No.
2,4-Dinitrotoluene	204-450-0	121-14-2
Triethyl arsenate	427-700-2	15606-95-8
Sodium dichromate	234-190-3	7789-12-0/ 10588-01-9
Lead hydrogen arsenate	232-064-2	7784-40-9
Hexabromocyclododecane (HBCDD) and all major diastereoisomers identified:		25637-99-4 3194-55-6
Alpha-hexabromocyclododecane	247-148-4	(134237-50-6)
Beta-hexabromocyclododecane	and	(134237-51-7)
Gamma-hexabromocyclododecane	221-695-9	(134237-52-8)
Dibutyl phthalate (DBP)	201-557-4	84-74-2
Diarsenic trioxide	215-481-4	1327-53-3
Diarsenic pentaoxide	215-116-9	1303-28-2
Bis(tributyltin)oxide (TBTO)	200-268-0	56-35-9
Bis (2-ethylhexyl)phthalate (DEHP)	204-211-0	117-81-7
Benzyl butyl phthalate (BBP)	201-622-7	85-68-7
Anthracene	204-371-1	120-12-7
Alkanes, C10-13, chloro (Short Chain Chlorinated Paraffins)	287-476-5	85535-84-8
5-tert-butyl-2,4,6-trinitro-m-xylene (musk xylene)	201-329-4	81-15-2
4,4'- Diaminodiphenylmethane (MDA)	202-974-4	101-77-9

Tarkett Sports

Care and Maintenance of Omnisports



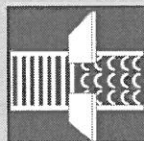
The greatest advantage of Topclean XF is the reduced cleaning and maintenance. Several steps are no longer necessary, and the whole cleaning and maintenance process is simplified.

Three Easy Steps:

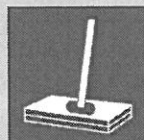
It is easy. Sweep, Wash, and Rinse. There is no need for the hassles and cost of applying waxes or other surface treatments.

General advice:

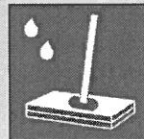
Resilient floors can be damaged by solvents. Wipe up any grease or stains immediately, as it may damage the surface. Black rubber wheels, feet, or mats can discolor flooring. To avoid damage, chairs and stools should be fit with quality plastic protective end caps. Remember, light colors may need more frequent cleaning.



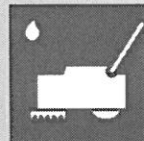
About 80% of surface soiling that has to be cleaned off is brought from outside. And 90% of that soiling can be avoided by an effective and correctly dimensioned entrance mat.



Dry Mopping / Sweeping Removes dust and dirt. Use yarn or micro-fiber mops, or soft bristled brooms. Avoid impregnated dust mops.



Wet Mopping Removes soil and other contaminants. Use a diluted neutral cleaner and rinse thoroughly to avoid heavy build up of residues.



Auto-Scrubbing Is more effective and efficient for large areas. Use a diluted neutral cleaner and rinse thoroughly to avoid heavy build up of residues. Higher PH cleaners can be used periodically for heavily soiled areas. White pads are used for regular maintenance. Red pads are used for periodic deeper cleaning.



Treat stains immediately. Handle spot using a white rag with mineral spirits or neutral detergent (solvents should not be used). Work from the outside of the mark towards its center. Rinse with water and dry. Avoid the use of solvents.

Be sure to consult with your local cleaning supplier for cleaners and equipment. Tarkett Sports does not assume liability for damage caused by improper methods or use of chemicals. Confer also with your Omnisports flooring provider for more information.

Tarkett Sports

Tarkett Sports and LEED

LEED Credit
Contributions for
Omnisports Sports
Flooring



MR Credit

1.2

Building Reuse – Maintain Interior Nonstructural Elements

(1 point)

Intent

To extend the life cycle of existing building stock, conserve resources, retain cultural resources, reduce waste and reduce environmental impacts of new buildings as they relate to materials manufacturing and transport.

Requirements

Use existing interior nonstructural elements (e.g., interior walls, doors, floor coverings and ceiling systems) in at least 50% (by area) of the completed building including additions. If the project includes an addition with square footage more than 2 times the square footage of the existing building, this credit is not applicable.

Potential Technologies & Strategies

Consider reusing existing building structures, envelopes and interior nonstructural elements. Remove elements that pose a contamination risk to building occupants and upgrade components that would improve energy and water efficiency, such as mechanical systems and plumbing fixtures. Quantify the extent of building reuse.

How does Omnisports apply to this credit?

With Omnisports long life cycle, it is entirely possible to continue the use of the material within a facility.

MR Credit

2

Construction Waste Management (1-2 Points)

Intent

To divert construction and demolition debris from disposal in landfills and incineration facilities. Redirect recyclable recovered resources back to the manufacturing process and reusable materials to appropriate sites.

Requirements

Recycle and/or salvage nonhazardous construction and demolition debris. Develop and implement a construction waste management plan that, at a minimum, identifies the materials to be diverted from disposal and whether the materials will be sorted on-site or comingled. Excavated soil and land-clearing debris do not contribute to this credit. Calculations can be done by weight or volume, but must be consistent throughout. The minimum percentage debris to be recycled or salvaged for each point threshold is as follows:

	Recycled or Salvaged	Points
	50%	1
	75%	2

Potential Technologies & Strategies

Establish goals for diversion from disposal in landfills and incineration facilities and adopt a construction waste management plan to achieve these goals. Consider recycling cardboard, metal, brick, mineral fiber panel, concrete, plastic, clean wood, glass, gypsum wallboard, carpet and insulation. Construction debris processed into a recycled content commodity that has an open market value (e.g., wood derived fuel (WDF), alternative daily cover material, etc.) may be applied to the con-

struction waste calculation. Designate a specific area(s) on the construction site for segregated or comingled collection of recyclable materials, and track recycling efforts throughout the construction process. Identify construction haulers and recyclers to handle the designated materials. Note that diversion may include donation of materials to charitable organizations and salvage of materials on-site.

How does Omnisports apply to this credit?

Omnisports can be nearly 100% recycled at the end of its life especially with Tarkett Sports' GreenLay™, which is virtually 98% adhesive free.

MR Credit

3

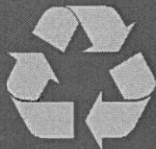
Materials Reuse (1-2 Points)

Intent

To reuse building materials and products to reduce demand for virgin materials and reduce waste, thereby lessening impacts associated with the extraction and processing of virgin resources.

Requirements

Use salvaged, refurbished or reused materials, the sum of which constitutes at least 5% or 10% , based on cost, of the total value of materials on the project. The minimum percentage materials reused for each point threshold is as follows:

	Reused Materials	Points
	5%	1
	10%	2

Mechanical, electrical and plumbing components, and specialty items such as elevators and equipment cannot be included in this calculation. Include only materials permanently installed in the project. Furniture may be included if it is included consistently in MR Credit 3: Materials Reuse through MR Credit 7: Certified Wood.

Potential Technologies & Strategies

Identify opportunities to incorporate salvaged materials into the building design and research potential material suppliers. Consider salvaged materials such as beams and posts, flooring, paneling, doors and frames, cabinetry and furniture, brick, and decorative items.

How does Omnisports apply to this credit?

With Omnisports GreenLay™, it is possible for product to be relocated into another facility or into another area of the same facility.

MR Credit

4

Recycled Content

(1-2 Points)

Intent

To increase demand for building products that incorporate recycled content materials, thereby reducing impacts resulting from extraction and processing of virgin materials.

Requirements

Use materials with recycled content such that the sum of postconsumer recycled content plus 1/2 of the preconsumer content constitutes at least 10% or 20%, based on cost, of the total value of the materials in the project. The minimum percentage materials recycled for each point threshold is as follows:

	Recycled Content	Points
	10%	1
	20%	2

The recycled content value of a material assembly is determined by weight. The recycled fraction of the assembly is then multiplied by the cost of assembly to determine the recycled content value.

Mechanical, electrical and plumbing components, and specialty items such as elevators cannot be included in this calculation. Include only materials permanently installed in the project. Furniture may be included if it is included consistently in MR Credit 3: Materials Reuse through MR Credit 7: Certified Wood.

Potential Technologies & Strategies

Establish a project goal for recycled content materials and identify material suppliers that can achieve this goal. During construction, ensure that the specified recycled content

materials are installed. Consider a range of environmental, economic and performance attributes when selecting products and materials.

1. Recycled content is defined in accordance with the International Organization of Standards document, ISO 14021 — Environmental labels and declarations — Self-declared environmental claims (Type II environmental labeling).

2. Postconsumer material is defined as waste material generated by households or by commercial, industrial and institutional facilities in their role as end-users of the product, which can no longer be used for its intended purpose.

3. Preconsumer material is defined as material diverted from the waste stream during the manufacturing process. Reutilization of materials (i.e., rework, regrind or scrap generated in a process and capable of being reclaimed within the same process that generated it) is excluded.

How does Omnisports apply to this credit?

Omnisports contains percentages of preconsumer recycled content. Percentages by weight are:

Omnisports 5.0: 22% Preconsumer Recycled Content

Omnisports 6.5: 21% Preconsumer Recycled Content

Omnisports 8.3: 24.1% Preconsumer Recycled Content

IEQ

Credit 4

Low-Emitting Materials

(1-3 Points)

Intent

To reduce the quantity of indoor air contaminants that are odorous, irritating and/ or harmful to the comfort and well-being of installers and occupants.

Requirements

Projects may choose any of the following credits, with a maximum of 4 points.

CREDIT 4.1. Adhesives and Sealants

(1 point)

All adhesives and sealants installed in the building interior (defined as inside the weather-proofing system and applied on-site) must meet the testing and product requirements of the California Department of Health Services Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers, including 2004 Addenda.

How does Omnisports apply to this credit?

Non-solvent VOC compliant adhesives are used such as Mapei Ultrabond G21 Non-Solvent Reactive Adhesive. Tarkett Multi-Set is Green Label Certified (Green Label Plus ID: GLP64000). TarkoTape is a 100% solvent free water based adhesive tape.

CREDIT 4.2. Paints and Coatings

(1 point)

All paints and coatings installed in the building interior must meet the testing and product requirements of the California Department of Health Services Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers, including 2004 Addenda.

How does Omnisports apply to this credit?

Game Line Paints used are VOC compliant according to the California requirements. (see manufacturer for compliance data)

CREDIT 4.3. Flooring Systems

(1 point)

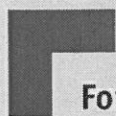
All flooring elements installed in the building interior must meet the testing and product requirements of the California Department of Health Services Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers, including 2004 Addenda.

How does Omnisports apply to this credit?

Omnisports is FloorScore Certified (SCS-FS-01339c)

Potential Technologies & Strategies

Clearly specify requirements for product testing and/or certification in the construction documents. Some programs that offer verification of the cited standard for Options 1-4 and 6 are Indoor Advantage Gold, GREENGUARD Children & Schools, the Resilient Floor Covering Institute's FloorScore program, the Carpet and Rug Institute's Green Label Plus program, and the Collaborative for High Performance Schools product list. Indoor Advantage Gold offers verification of the BIFMA standard cited in Option C of the Furniture Option.



For more information
on Tarkett Sports indoor sports flooring,
visit www.tarkettsportsindoor.com.



THE ULTIMATE
SURFACE EXPERIENCE

Description/Equipment	Quantity	Cost Per Sq. Ft.	Extended Cost
1. Removal & Disposal of Current Flooring & Padding, New Flooring/Surface/Padding for Area, Installation of Flooring/Surface/Padding, Painting & Preparation of Use of Flooring/Surface, Warranty – 8 Years Material, 2 Years Installation	1	\$11.75	\$64,860.00
Grand Total			\$ 64,860.00

Evaluation and Award Criteria: Contract shall be awarded to the Vendor that provides the Desired Items meeting the required specifications for the lowest grand total cost.

Additional Comments

Additional Comments

Additional Comments

Architectural Interior Products, Inc.
Vendor Name (Printed)

2908 Charles Avenue, Dunbar, WV 25064
Purchase Order Address

Architectural Interior Products, Inc.
Vendor Remit-To Address:

466 Airport Industrial Park Road, Parkersburg, WV 26104

Trent Gabbert
Vendor Authorized Representative (Printed)


Signature

10-31-13
Date

304-766-2211
Telephone

304-766-2214
Fax

trent@aipinc.biz
E-mail

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
RFQ/RFP# (B)

Bid Bond

- (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

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

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

(M)

NOW THEREFORE

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

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

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

Principal Seal

(R)

(Q)
(Name of Principal)

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

(T)
Title

Surety Seal

(U)

(V)
(Name of Surety)

(W)
Attorney-in-Fact

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 Oblige, 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 Oblige may accept such bid, and said Surety does hereby
 waive notice of any such extension.

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

Principal Seal

 (Name of Principal)

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

 (Title)

Surety Seal

 (Name of Surety)

 Attorney-in-Fact

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



State of West Virginia

PURCHASING DIVISION

Construction Bid Submission Review Form

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

Errors That Shall Be Reason for Immediate Bid Disqualification

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

Errors that May Be Reason for Bid Disqualification Before Contract Award

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



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

STATE OF WEST VIRGINIA,

COUNTY OF Kanawha, TO-WIT:

I, Trent Gabbert, after being first duly sworn, depose and state as follows:

1. I am an employee of Architectural Interior Products, Inc.; and,
(Company Name)
2. I do hereby attest that Architectural Interior Products, Inc.
(Company Name)

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

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

By: Trent Gabbert TRENT GABBERT

Title: Sales

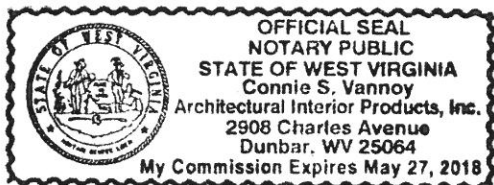
Company Name: Architectural Interior Products, Inc.

Date: October 31, 2013

Taken, subscribed and sworn to before me this 31 day of October, 2013.

By Commission expires May 27, 2018

(Seal)



Connie S. Vannoy
(Notary Public)

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Architectural Interior Products, Inc.

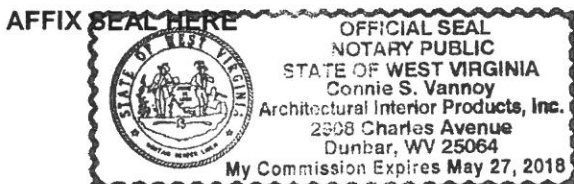
Authorized Signature: *[Signature]* Date: 10-31-2013

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 31 day of October, 2013.

My Commission expires May 27, 2018, 20 .



NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 07/01/2012)

CERTIFICATION AND SIGNATURE PAGE

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

Architectural Interior Products, Inc.

(Company)



(Authorized Signature)

Trent Gabbert

(Representative Name, Title)

304-766-2211

(Phone Number)

304-766-2214

(Fax Number)

October 31, 2013

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: WSH14080

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)

☐ Addendum No. 1	☐ Addendum No. 6
☐ Addendum No. 2	☐ Addendum No. 7
☐ Addendum No. 3	☐ Addendum No. 8
☐ Addendum No. 4	☐ Addendum No. 9
☐ Addendum No. 5	☐ 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 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.

A.I.P., INC.

 Company
Int. G. Pitt

 Authorized Signature
 10/31/13

 Date

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



Western Surety Company

BID BOND
(Percentage)

Bond Number: 71473659

KNOW ALL PERSONS BY THESE PRESENTS, That we Architectural Interior Products, Inc.
of
P.O. Box 5555, Vienna, WV 26105, hereinafter
referred to as the Principal, and Western Surety Company,
as Surety, are held and firmly bound unto West Virginia Division of Purchasing
of 2019 Washington St. E., P. O. Box 50130, Charleston, WV 25305,
hereinafter referred to as the Obligor, in the sum of Five (5 %) percent of the greatest
amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligor on a contract for
William R. Sharpe Jr. Hospital - Flooring Project

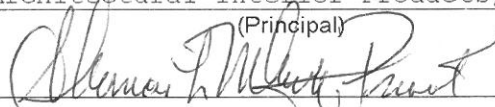
NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be
specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or
contract documents with surety acceptable to Obligor; or if Principal shall fail to do so, pay to Obligor the
damages which Obligor may suffer by reason of such failure not exceeding the penalty of this bond, then this
obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 31st day of October, 2013.

Architectural Interior Products, Inc.

(Principal)

By



(Seal)

Western Surety Company

(Surety)

By


RUSSEL K SCHULTHEIS

Attorney-in-fact



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71473659

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

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

Principal: Architectural Interior Products, Inc.

Obligee: West Virginia Division of Purchasing

Amount: \$500,000.00

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

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

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of January 31, 2014, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 31st day of October, 2013.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

On this 31st day of October, in the year 2013, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires August 11, 2016

Notary Public - South Dakota

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

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 31st day of October, 2013.

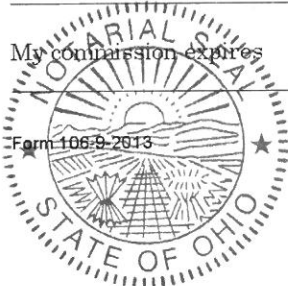
WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

STATE OF Ohio } **ACKNOWLEDGMENT OF SURETY**
COUNTY OF Washington } **(Attorney-in-Fact)** Bond No. 71473659

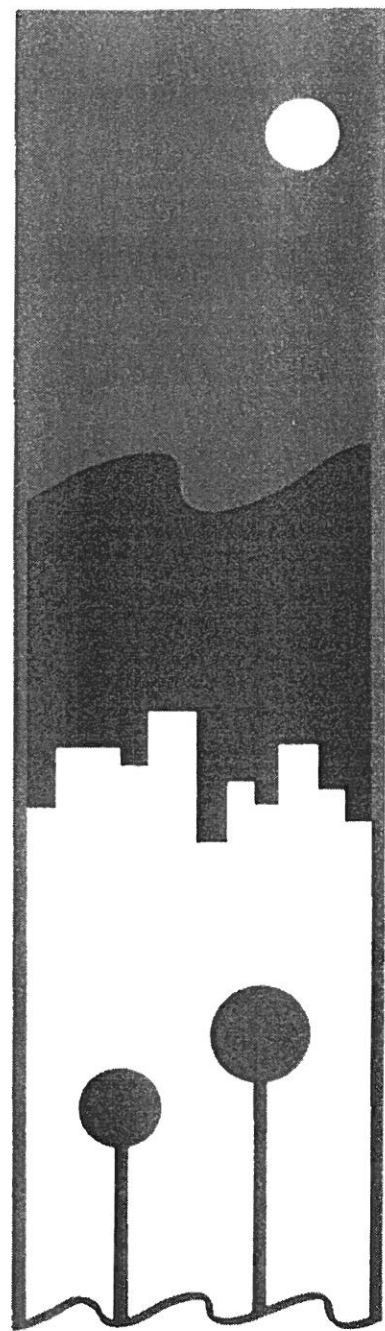
On this 25th day of October, 2013, before me, a notary public in and for said County, personally appeared RUSSEL K SCHULTHEIS to me personally known and being by me duly sworn, did say, that he/she is the Attorney-in-Fact of WESTERN SURETY COMPANY, a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that the said RUSSEL K SCHULTHEIS acknowledges said instrument to be the free act and deed of said corporation and that he/she has authority to sign said instrument without affixing the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Marietta, Ohio, the day and year last above written.



Jennifer L. Eastes
Notary Public State of Ohio
My Commission Expires
June 5, 2016

Jennifer L. Eastes
Notary Public



**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV035986

Classification:

ELECTRICAL
GENERAL BUILDING

ARCHITECTURAL INTERIOR PRODUCTS INC
DBA ARCHITECTURAL INTERIOR PRODUCTS INC
466 AIRPORT INDUSTRIAL PARK
PARKERSBURG, WV 26104

Date Issued

AUGUST 22, 2013

Expiration Date

AUGUST 22, 2014

Thomas M. McConiff, Jr.
Authorized Company Signature

Michael A. Carl
Chair, West Virginia Contractor
Licensing Board

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/2013

PRODUCER SCHULTHEIS INSURANCE AGENCY 418 1/2 THIRD STREET MARIETTA OHIO 45750		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Architectural Interior Products 466 Airport Industrial Park Road Parkersburg, WV 26104		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Westfield Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ primary & non-contributory ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC	TRA 4913757	8/16/2013	8/16/2014	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000.00 MED EXP (Any one person) \$ 10,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 2,000,000.00
A	X	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☒ primary & non-contributory ☐	TRA 4913757	8/16/2013	8/16/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ☐ ANY AUTO ☐				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EAACC \$ AGG \$
A	X	EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE RETENTION \$	TRA 4913757	8/16/2013	8/16/2014	EACH OCCURRENCE \$ 5,000,000.00 AGGREGATE \$ 5,000,000.00 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC 4920513	8/16/2013	8/16/2014	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 100,000.00 E.L. DISEASE - EA EMPLOYEE \$ 100,000.00 E.L. DISEASE - POLICY LIMIT \$ 500,000.00
A		OTHER Blanket coverage for leased equipment	TRA 4913757	8/16/2013	8/16/2014	\$75,000 limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project: William R. Scharpe Jr. Hospital

Certificate holder is also additional named insured.

CERTIFICATE HOLDER

CANCELLATION

State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE:
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