

Exhibit A – CRFQ ADJ23*05
Pricing Page

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO PROVIDE FOR THE
PURCHASE & INSTALLATION OF NEW FLOORING & COVE BASE:

CHILD DEVELOPMENT CENTER (CDC)
1742 COONSKIN DRIVE, CHARLESTON, WV 25311

The undersigned, hereafter called the Vendor, being familiar with and understanding the bidding documents;
and being familiar with the site and all local conditions affecting the Project, hereby proposes to furnish labor,
material, equipment, supplies, and transportation to perform the work as described in the bidding documents

VENDOR COMPANY NAME: Family Carpet

VENDOR ADDRESS: 6720 Mc Conkle Ave.
St. Albans, WV 25177

TELEPHONE: 304 541-4827

FAX NUMBER: 304 766-9190

E-MAIL ADDRESS: Family Carpet at AOL.com

CONTRACT TOTAL BID AMOUNT: COST: PURCHASE & INSTALLATION OF NEW FLOORING
& COVE BASE: at the CDC, Charleston, WV.

One Hundred Twelve Thousand, Six Hundred ^{Dollars} & Zero Cents
(\$ 112,600.00)

(Contract bid to be written in words and numbers.)

Failure to use this bid form may result in bid disqualification.

SIGNATURE: Mark Porter DATE: 8-18-2022

NAME: Mark Porter
(Please Print)

TITLE: Manager

08/12/22 14:27:43
WV Purchasing Division



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

State of West Virginia
 Centralized Request for Quote

Proc Folder: 1083456		Reason for Modification:	
Doc Description: (Construction) CDC Flooring & Cove Base Purchase & Install			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-08-02	2022-08-18 13:30	CRFQ 0603 ADJ2300000005	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000206607

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

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

Street : Mark Porter - Cell 304.541.4827

City :

State : Country : Zip :

Principal Contact :

Vendor Contact Phone: Extension:

FOR INFORMATION CONTACT THE BUYER
 David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

Vendor Signature X *Mark Porter* FEIN# 55-0690743 DATE 8-12-2022

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of the WV Army National Guard, Construction & Facilities Management Office, to establish a contract to provide all labor, materials, tools, supplies and equipment to purchase and install new flooring & cove base for the Child Development Center (CDC), in Charleston, WV, per the attached documentation.

INVOICE TO**SHIP TO**

ADJUTANT GENERALS
OFFICE
1707 COONSKIN DR

ADJUTANT GENERALS
OFFICE
1707 COONSKIN DR

CHARLESTON WV
US

CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	CDC Flooring & Cove Base Purchase and Installation				\$112,600.00

Comm Code	Manufacturer	Specification	Model #
72000000	Mohawk	Living Local	color: Sable

Extended Description:

Provide all labor, materials, tools, supplies and equipment needed to provide and install a new per the attached specifications.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Mandatory Pre-Bid Meeting at 10:00 am est.	2022-08-11
2	Vendor Technical Questions Due By Noon est.	2022-08-15

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ADJ2300000005

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Family Carpet

Company

Mark Pater

Authorized Signature

8-18-2022

Date

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

Revised 6/8/2012

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Family Carpet

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

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

Attach additional pages if necessary

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

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

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

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

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

REQUEST FOR QUOTATION – CRFQ ADJ23*05
Child Development Center (CDC) Charleston- Flooring Replacement

- 11.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 11.4. Anyone performing under this Contract will be subject to Agency’s security protocol and procedures.
- 11.5. Vendor shall inform all staff of Agency’s security protocol and procedures.

12. MISCELLANEOUS:

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

Contract Manager: Mark Porter

Telephone Number: 304 541-4827

Fax Number: 304 766-9190

Email Address: Family Carpet at AOL.com

- a. **Liquidated Damages:** Contractor shall pay liquidated damages in the amount of \$1,500.00 per day of delay, plus a one-time fixed cost of \$1,250.00 for Staff Judge Advocate review for work not completed after contract completion date. 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.

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV006198
WV006198

Classification:

GENERAL BUILDING
MULTIFAMILY
RESIDENTIAL
CARPET INSTALLATION

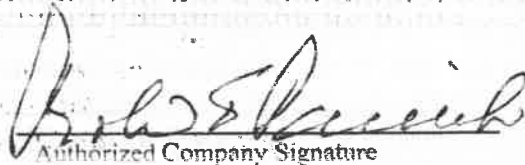
FAMILY CARPET OUTLET INC
DBA FAMILY CARPET WHOLESALERS OUTLET
PO BOX 161
PARKERSBURG, WV 26102-0161

Date Issued


Expiration Date

SEPTEMBER 25, 2021

SEPTEMBER 25, 2022



Authorized Company Signature



Chair, West Virginia Contractor
Licensing Board

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferrable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Family Carpet Outlet, Inc.
of PO Box 161, Parkersburg, WV 26101, as Principal, and Western Surety Company
of P O Box 5077, Sioux Falls, SD 57104, a corporation organized and existing under the laws of the State of South Dakota with its principal office in the City of Sioux Falls, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of 5% of Bid Amount (\$ _____) 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 West Virginia Army National Guard, 1707 Coonskin Drive, Charleston, WV 25311
(New Flooring and Cove Base for Child Development Center)

NOW THEREFORE,

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, this 11th day of August, 2022.

Principal Seal

Family Carpet Outlet, Inc.
(Name of Principal)
By [Signature]
(Must be President, Vice President, or Duly Authorized Agent)
President
(Title)

Western Surety Company
(Name of Surety)
[Signature]
Attorney-in-Fact



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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John R Padden III, David C Padden, Irlene N Barnhouse, Debra Lucas, Kathleen Marie Richards, Heather R Frum, Individually

of Parkersburg, WV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Brufat
Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 27th day of June, 2021, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent
M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11 day of Aug - 2022



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

**West Virginia
Offices of the Insurance Commissioner**



Certificate of Authority

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

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

Casualty - Article 1, Section 10(e)
Surety - Article 1, Section 10(f)(2)
Surety - Article 1, Section 10(f)(3)
Surety - Article 1, Section 10(f)(1)

of the 1931 Code of West Virginia as amended, in the State of West Virginia in accordance with the laws thereof until midnight on the 31st day of May, 2023, unless this license be sooner revoked. Pursuant to W. Va. Code §33-3-2(c), the above authorization does not allow the insurer to transact a kind of insurance in this State unless duly authorized or qualified to transact such insurance in the state or country of its domicile.

In Testimony Whereof, I have hereunto set my hand and affixed my seal of office at the City of Charleston this 1st day of June, 2022.

Allan L. McVey
Insurance Commissioner

NAIC # 13188
SBS Company # 109405572

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2021

ASSETS

Bonds	\$ 1,940,298,870
Stocks	19,721,943
Cash, cash equivalents, and short-term investments	32,146,891
Receivables for securities	140,000
Investment income due and accrued	17,433,547
Premiums and considerations	54,366,110
Amounts recoverable from reinsurers	3,204,634
Current federal and foreign income tax recoverable and interest thereon	-
Net deferred tax asset	14,565,007
Receivable from parent, subsidiaries, and affiliates	14,891,869
Other assets	1,037
Total Assets	\$ 2,096,769,908

LIABILITIES AND SURPLUS

Losses	\$ 214,859,103
Loss adjustment expense	48,667,258
Commissions payable, contingent commissions and other similar charges	10,885,216
Other expenses (excluding taxes, license and fees)	-
Taxes, License and fees (excluding federal and foreign income taxes)	2,781,662
Federal and foreign income taxes payable	300,285
Unearned premiums	263,317,295
Advance premiums	6,618,279
Ceded reinsurance premiums payable (net of ceding commissions)	5,081,348
Amounts withheld or retained by company for account of other	10,237,011
Provision for reinsurance	6,261,560
Payable to parent, subsidiaries and affiliates	7,170
Payable on security transactions	35,226
Other liabilities	155,189
Total Liabilities	\$ 569,206,602

Surplus Account:

Common stock	\$ 4,000,000
Gross paid in and contributed surplus	286,896,195
Unassigned funds	1,236,667,111
Surplus as regards policyholders	\$ 1,527,563,306
Total Liabilities and Capital	\$ 2,096,769,908

I, Julie Lee, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2021, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By Julie Lee
Assistant Vice President, External Reporting

Subscribed and sworn to me this 14th day of March, 2022.

My commission expires:

By Christopher Lopatowski
Notary Public



STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Family Carpet Outlet, Inc

Authorized Signature: [Signature] Date: 8/12/22

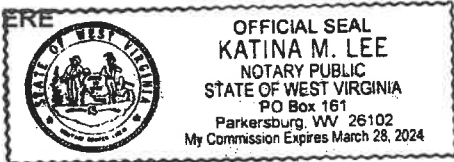
State of WV

County of Wood, to-wit:

Taken, subscribed, and sworn to before me this 12 day of August, 2022.

My Commission expires March 28, 2024.

AFFIX SEAL HERE



NOTARY PUBLIC Katrina M Lee



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

STATE OF WEST VIRGINIA,

COUNTY OF Wood, TO-WIT:

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

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

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

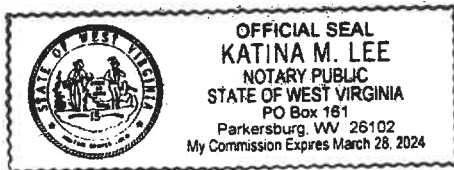
The above statements are sworn to under the penalty of perjury.

Printed Name: Wendy Ralsten
 Signature: [Handwritten Signature]
 Title: Controller
 Company Name: Family Carpet Outlet Inc
 Date: 8 / 12 / 2022

Taken, subscribed and sworn to before me this 12 day of August, 2022.

By Commission expires 3-28-24

(Seal)



Katina M. Lee
(Notary Public)