



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

Solicitation

NUMBER
HOP14007

PAGE
1

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

ROBERTA WAGNER

Questmark
401 Technology Drive
Canonsburg, PA 15317

SHIP TO

HEALTH AND HUMAN RESOURCES
HOPEMONT HOSPITAL
CENTRAL RECEIVING
150 HOPEMONT DRIVE
TERRA ALTA, WV
26764-7728 304-789-2411

DATE PRINTED
05/16/2013

BID OPENING DATE: 06/18/2013

06/18/13 12:07:25 PM

West Virginia Purchasing Division

BID OPENING TIME 1:30 PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
TO PROVIDE ALL LABOR, MATERIALS, AND ANYTHING INCIDENTAL TO RESURFACE THE EXISTING FLOOR AT THE HOPEMONT HOSPITAL CAFETERIA AND KITCHEN AT 150 HOPEMONT DRIVE, TERRA ALTA, WV, ACCORDING TO THE ATTACHED SPECIFICATIONS.						
0001	1	JB	910-65		\$ 17 ⁶⁴	\$ 84,688 ⁰⁰
				PREPARATION AND RESURFACING KITCHEN FLOOR	4800 SQ FT	
0002	1	JB	910-65		\$ 13 ²⁴	\$ 18,530 ⁰⁰
				PREPARATION & RESURFACING CAFETERIA FLOOR	1400 SQ FT	
***** THIS IS THE END OF RFQ HOP14007 ***** TOTAL:						\$ 103,218 ⁰⁰

SIGNATURE: *[Signature]* TELEPHONE: 724-514-8596 DATE: 6-17-13
 TITLE: V.P. Operations FEIN: 25-1194990 ADDRESS CHANGES TO BE NOTED ABOVE

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:

HOPEMONT HOSPITAL
AD-107 TRAINING ROOM
150 HOPEMONT DRIVE
TERRA ALTA WV 26764

5/29/2013 at 11:00 am

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one 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: 5/30/2013

Submit Questions to:

Roberta Wagner/File 22

2019 Washington Street, East

P.O. Box 50130

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
P.O. Box 50130,
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:

SEALED BID

BUYER: _____
SOLICITATION NO.: _____
BID OPENING DATE: _____
BID OPENING TIME: _____
FAX NUMBER: _____

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:

6/18/2013 at 1:30 PM

Bid Opening Location:

Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130,
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.

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within 60 days 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 100% of bid amount. 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:

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.

- GENERAL CONTRACTORS LICENSCE
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-

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

	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. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor. Additionally, the HIPAA Privacy, Security, Enforcement & Breach Notification Final Omnibus Rule was published on January 25, 2013. It may be viewed online at <http://www.gpo.gov/fdsys/pkg/FR-2013-01-25/pdf/2013-01073.pdf>. Any organization, that qualifies as the Agency's Business Associate, is expected to be in compliance with this Final Rule. For those Business Associates entering into contracts with a HIPAA Covered State Agency between January 25, 2013 and the release of the 2013 WV State Agency Business Associate Agreement, or September 23, 2013 (whichever is earlier), be advised that you will be required to comply with the 2013 WV State Agency Business Associate Agreement. For those Business Associates with contracts with a HIPAA Covered State Agency executed prior to January 25, 2013, be advised that upon renewal or modification, you will be required to comply with the 2013 WV State Agency Business Associate Agreement no later than September 22, 2014.
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: _____

Contractor's License No. _____

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:** 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.
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 \$500,000.00 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.

- c. **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 subcontractors will be used if the bidder will perform the work
- d. **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.
- e. **Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division 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
HOP14007 RESURFACING DIETARY FLOORING

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of Hopemont Hospital located at 150 Hopemont Drive, Terra Alta WV 26764 to establish a contract for the resurfacing of the kitchen floor.

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 Resurfacing of the Kitchen and Cafeteria floor with Quest Mark or equal 3 step floor resurfacing system.
 - 2.2 "Pricing Page" means the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
 - 2.3 "RFQ" means the official request for quotation published by the Purchasing Division and identified as HOP14007.

3. **QUALIFICATIONS:** Vendor shall have the following minimum qualifications:
 - 3.1. General Contractors 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 Preparation and resurfacing of the Kitchen Floor
 - 4.1.1.1 The kitchen floor shall be resurfaced in sections, contractor will be working between the hours of 8pm and 4am to ensure continuous operation of the kitchen at all times.
 - 4.1.1.2 Floor shall be prepared by a mechanically shot blasting process using metal shot media while vacuuming the area at the same time.

REQUEST FOR QUOTATION
HOP14007 RESURFACING DIETARY FLOORING

- 4.1.1.3 Any tight areas around poles and areas near walls that cannot be prepared by using the mechanical shot blast process shall be mechanically grinded using diamond impregnated tooling
- 4.1.1.4 All areas shall be swept and power vacuumed to ensure cleanliness prior to installation of the new flooring.
- 4.1.1.5 Contractor shall ensure each kitchen floor section shall have saw-cut termination points of ¼" wide by ¼" thick and shall be filled with a high heat deflection urethane joint sealant QuestMark joint sealant 5830 or equal.
- 4.1.1.6 Contractor shall install floor screed high heat deflection urethane epoxy mortar resurface QuestMark 4100 or equal (color to be chosen by owner) at a nominal thickness of ¼" and shall trowel the surface smooth.
- 4.1.1.7 Contractor shall hand trowel mortar around tight areas such as poles and floor to wall transition areas.
- 4.1.1.8 Contractor shall grind newly installed urethane epoxy mortar resurfacer to remove minor imperfections.
- 4.1.1.9 Contractor shall install high heat deflection color fast urethane textured coating QuestMark C Blend or equal at 20 mils minimum to 25 mils maximum thick or equal.
- 4.1.1.10 Follow up with Topcoat with QuestMark CF urethane red top coat or equal over the ¼" thick sanded surface.
- 4.1.2 Preparation and resurfacing of the Cafeteria Floor
- 4.1.2.1 Contractor shall prepare the floor for resurfacing by mechanically disc sanding in order to clean and profile the floor surface.
- 4.1.2.2 Contractor shall sweep and power vacuum the prepared area before resurfacing mortar is installed.

REQUEST FOR QUOTATION
HOP14007 RESURFACING DIETARY FLOORING

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- 4.1.2.3 Contractor shall install a flexible membrane epoxy primer QuestMark 1139, or equal at a thickness of 20 mils minimum to 25 mils maximum.
 - 4.1.2.4 Contractor shall mechanically broadcast (color to be chosen by owner) concrete sand into the uncured flexible membrane epoxy primer QuestMark 1139 or equal, and allow to dry and sweep off excess.
 - 4.1.2.5 Contractor shall apply one coat of clear high build epoxy coating QuestMark 3380, or equal over sanded surface at a thickness of 25 mils minimum to 30 mils maximum.
 - 4.1.2.6 Contractor shall apply two coats of clear high build epoxy coating QuestMark 3380, or equal over sanded surface at a thickness of 15 mils minimum to 20 mils maximum.

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 overall total cost as shown on the Pricing Pages.

5.2 Pricing Page: Vendor should complete the Pricing Page by lowest overall total cost based on approximate/estimated square footage (6200). Vendors to take actual measurements during Mandatory Pre-Bid Meeting. 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 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.

REQUEST FOR QUOTATION
HOP14007 RESURFACING DIETARY FLOORING

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.
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.

REQUEST FOR QUOTATION
HOP14007 RESURFACING DIETARY FLOORING

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.

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: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____

PRICING PAGE
HOP14007

The West Virginia Department of Health and Human Resources, Bureau for Behavioral Health and Health Facilities, Hopemont Hospital is soliciting bids to resurface Dietary Department floors. Contract to be awarded based on a lowest grand total cost.

Item 1:

Preparation and resurfacing of the Kitchen floor approximately 4800 sq. ft. using QuestMark 4100 Urethane epoxy mortar resurface 3 step system or equal.

	UNIT COST	TOTAL AMOUNT
4800 square feet	\$ <u>17⁶⁴</u>	\$ <u>84,688⁰⁰</u>

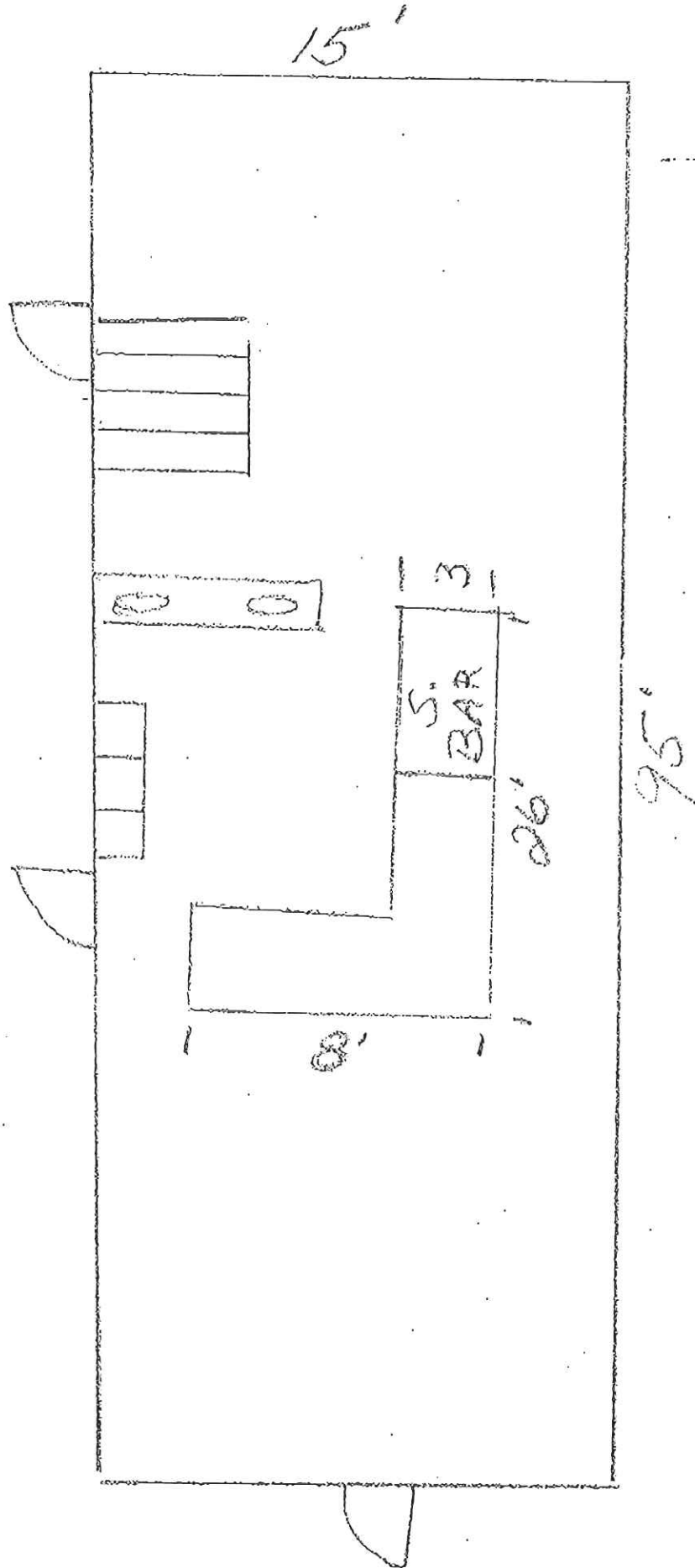
Item 2:

Preparation and resurfacing of the Cafeteria floor approximately 1400 square feet using QuestMark 1139 double broadcast flexible membrane epoxy primer 3 step resurface system or equal.

	UNIT COST	TOTAL AMOUNT
1400 square feet	\$ <u>13²⁴</u>	\$ <u>18,530⁰⁰</u>

GRAND TOTAL (Item#1 + Item#2 TotalAmt =) \$ 103,218

VENDOR NAME CENTIMARK CORPORATION
ADDRESS 12 GRANDVIEW CIRCLE
GARONSBURG, PA 15317
PHONE NUMBER: 1-800-423-5667
FAX NUMBER: _____
EMAIL: _____
REMIT TO ADDRESS _____





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

STATE OF PENNSYLVANIA

COUNTY OF WASHINGTON TO-WIT:

IN MY CAPACITY AS ASSISTANT SECRETARY,
I, SHERRI L. OLENAK, after being first duly sworn, depose and
state as follows:

- 1. I am an employee of CENTIMARK CORPORATION; and,
(Company Name)
2. I do hereby attest that CENTIMARK CORPORATION
(Company Name)

maintains a valid written drug free workplace policy and that such
policy is in compliance with West Virginia Code §21-1D-5.

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

CENTIMARK CORPORATION
(Company Name)
By: [Signature]
SHERRI L. OLENAK
Assistant Secretary
Date: 6/17/13

Taken, subscribed and sworn to before me this JUNE, 2013 day of

By Commission expires
(Seal)

Notarial Seal
Cheryl A. Welch, Notary Public
Canonsburg Boro, Washington County
My Commission Expires March 17, 2014
Member, Pennsylvania Association of Notaries

[Signature]
(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.

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
RFQ/RFP# (B)

- (A) WV State Agency (Stated on Page 1 "Spending Unit") Request for Quotation Number (upper right corner of page #1)
(C) Your Company Name
(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 Incorporation
(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 figures
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Corporation
(R) Raised Corporate Seal of Principal
(S) Signature of President or Vice President
(T) Title of person signing
(U) Raised Corporate Seal of Surety
(V) Corporate Name of Surety
(W) Signature of Attorney in Fact of the Surety
NOTE: Dated, Power of Attorney with Raised Surety Seal must accompany this bid bond.

Bid Bond
KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, (C) of (D), (E) as Principal, and (F) of (G), (H) a corporation organized and existing under the laws of the State of (I) with its principal office in the City of (J), as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, 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 Obligee may accept such bid: and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereto and these presents to be signed by their proper officers, this (N) day of (O), 20 (P)

Principal Corporate Seal

(R)

Surety Corporate Seal
(U)

(Q)
(Name of Principal)
By (S)
(Must be President or Vice President)
(T)
Title
(V)
(Name of Surety)
(W)
Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised Corporate Seals must be affixed and a Power of Attorney must be attached.

Agency DHHR
REQ.P.O# HOP14007

BID BOND

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

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

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this _____ day of _____, 20____.

Principal Corporate Seal

(Name of Principal)

By _____
(Must be President or Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Ralsed corporate seals must be affixed, a power of attorney must be attached.

WV-75
Created 07/18/12



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).

§21-1D-5. Employee drug-free workplace policy required to bid for a public improvement contract.

After the first day of July, two thousand eight, any solicitation for a public improvement contract shall require each contractor that submits a bid for the work to submit at the same time an affidavit that the contractor has a written plan for a drug-free workplace policy. A public improvement contract may not be awarded to a contractor who does not have a written plan for a drug-free workplace policy and who has not submitted that plan to the appropriate contracting authority in timely fashion.

For subcontractors, compliance with this section may take place before their work on the public improvement is begun.

A drug-free workplace policy shall include the following:

(1) Establish drug testing and alcohol testing protocols that at a minimum require a contractor to:

(A) Conduct preemployment drug tests of all employees;



~~(B) Conduct random drug testing that annually tests at least ten percent of the contractor's employees who perform safety-sensitive duties;~~

(C) Conduct a drug test or alcohol test of any employee who may have caused or contributed to an accident while conducting job duties where reasonable cause exists to suspect that the employee may be intoxicated or under the influence of a controlled substance not prescribed by the employee's physician when, but not limited to, the employer has evidence that an employee is or was using alcohol or a controlled substance drawn from specific documented, objective facts and reasonable inferences drawn from these facts in light of experience and training.

The drug or alcohol test shall be conducted as soon as possible after the accident occurred and after any necessary medical attention has been administered to the employee.

(D) Conduct a drug test or alcohol test of any employee when a trained supervisor has reasonable cause to believe that the employee has reported to work or is working under the influence of a drug of abuse or alcohol. Written documentation as to the nature of a supervisor's reasonable cause shall be created.

In order to ascertain and justify implementation of a reasonable cause test, all supervisors will be trained to recognize drug- and alcohol-related signs and symptoms.

(2) Require that all drug tests performed pursuant to this section be conducted by a laboratory certified by the United States Department of Health and Human Services or its successor;

(3) Establish standards governing the performance of drug tests by such a laboratory that include, but are not limited to, the following:

(A) The collection of urine specimens of individuals in a scientifically or medically approved manner and under reasonable and sanitary conditions;

(B) The collection and testing of urine specimens with due regard for the privacy of the individual being tested and in a manner reasonably calculated to prevent substitutions or interference with the collection and testing of specimens;

(C) The documentation of urine specimens through procedures that reasonably preclude the possibility of erroneous identification of test results and that provide the individual being tested a reasonable opportunity to furnish information identifying any prescription or nonprescription drugs used by the individual in connection with a medical condition to the medical review officer;

(D) The collection, maintenance, storage and transportation of urine specimens in a manner that reasonably precludes the possibility of contamination or adulteration of the specimens;

(E) The testing of a urine specimen of an individual to determine if the individual ingested, was injected or otherwise introduced with a drug of abuse in a manner that conforms to scientifically accepted analytical methods and procedures that include verification and confirmation of any positive test result by gas chromatography or mass spectrometry.

(4) Establish standards and procedures governing the performance of alcohol tests;

- (5) Require that a medical review officer review all drug tests that yield a positive result;
- (6) Establish procedures by which an individual who undergoes a drug test or alcohol test may contest a positive test result;
- (7) Require that when an employee of a contractor tests positive for a drug of abuse or alcohol, or if an employee is caught adulterating a drug or alcohol test, as defined in section four hundred twelve, article four, chapter sixty-a of this code, the employee shall be subject to appropriate disciplinary measures up to and including termination from employment, in accordance with the contractor's written drug-free workplace policy. If not terminated, the employee shall be subject to random drug or alcohol tests at any time for one year after the positive test;
- (8) Require that when a supervisor has reasonable cause to believe an employee is under the influence of a drug of abuse or alcohol at work and requires the employee to take a drug or alcohol test, the employee shall immediately be suspended from performing safety-sensitive tasks by the contractor until such time as a drug or alcohol test is performed and results of that test are available;
- (9) Require a contractor to provide to any employee testing positive for a drug of abuse or alcohol the list of community resources where employees may seek assistance for themselves or their families as identified in paragraph (D), subdivision (12) of this section;
- (10) Require that a contractor assist an employee who voluntarily acknowledges that the employee may have a substance abuse problem by providing the list of community resources where employees may seek assistance for themselves or their families as identified in paragraph (D), subdivision (12) of this section;
- (11) Require that a contractor establish a written drug-free workplace policy regarding substance abuse and provide a copy of the written policy to each of its employees and to each applicant for employment. The written policy shall contain, at a minimum, all of the following:
- (A) A summary of all the elements of the drug-free workplace policy established in accordance with this article;
 - (B) A statement that it is the contractor's intention to create a drug-free workplace environment;
 - (C) Identification of an employee who has been designated the contractor's drug-free workplace representative;
 - (D) Shall list the types of tests an employee may be subject to, which may include, but are not limited to, the following:
 - (i) Preemployment;
 - (ii) Post-accident;
 - (iii) Random; and
 - (iv) Reasonable cause.
- (12) Require that a contractor provide within six weeks of new employment at least two hours of drug-free workplace employee education for all employees unless that employee has already received such training anytime within a prior two-year period. The employee shall participate in drug-free workplace employee education at least biannually thereafter. The employee education shall include all of the following:
- (A) Detailed information about the content of the contractor's specific drug-free workplace policy and an opportunity for employees to ask questions regarding the policy;
 - (B) The distribution of a hard copy of the written drug-free workplace policy, including collecting an employee-signed acknowledgment receipt from each employee;
 - (C) Specific explanation of the basics of drugs and alcohol abuse, including, but not limited to, the disease model, signs and symptoms associated with substance abuse, and the effects and dangers of drugs or alcohol in the workplace; and
 - (D) A list of community resources where employees may seek assistance for themselves or their families.

(13) Require that a contractor provide at least two hours of drug-free workplace supervisor training for all supervisory employees and annually thereafter. The supervisor training shall include all of the following:

- (A) How to recognize a possible drug or alcohol problem;
- (B) How to document behaviors that demonstrate a drug or alcohol problem;
- (C) How to confront employees with the problem from observed behaviors;
- (D) How to initiate reasonable suspicion and post-accident testing;
- (E) How to handle the procedures associated with random testing;
- (F) How to make an appropriate referral for assessment and assistance;
- (G) How to follow up with employees returning to work after a positive test; and
- (H) How to handle drug-free workplace responsibilities in a manner that is consistent with the applicable sections of any pertinent collective bargaining agreements.

Note: WV Code updated with legislation passed through the 2012 1st Special Session

Agency DHHR
REQ P O# HOP14007

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, CentMark Corporation
of 12 Grandview Circle Canonsburg, PA 15317 as Principal, and Western Surety Company
of 333 S. Wabash Ave. Chicago, IL 60604 a corporation organized and existing under the laws of the State of
South Dakota with its principal office in the City of Chicago as Surety are held and firmly bound unto the State
of West Virginia as Obligees in the penal sum of Five Percent of Bid Amount (3.5% 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
Resurface and Broadcast Floors at Hopewell Hospital, 160 Hopewell Drive, Terra Alta, WV 26764

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this

18th day of June 2013

Principal Corporate Seal

Surety Corporate Seal

CentMark Corporation
(Name of Principal)

By [Signature]
(Must be President or
Vice President)

TIMOTHY M. DUNLAP
PRESIDENT COO
(Title)

Western Surety Company
(Name of Surety)

Wendy A. Bright
Attorney-in-Fact
Wendy A. Bright

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals
must be affixed, a power of attorney must be attached.

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

Leslie L Rudat, Elena Zunic, Wendy A Bright, James M Griffith, Kristi Whistle, Cathy H Ho, Individually

of Pittsburgh, PA, 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 7th day of November, 2012.



WESTERN SURETY COMPANY

Paul T. Bruffat
Paul T. Bruffat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 7th day of November, 2012, before me personally came Paul T. Bruffat, 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
June 23, 2015



J. Mohr
J. Mohr, 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 18th day of JUNE, 2013.



WESTERN SURETY COMPANY


L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

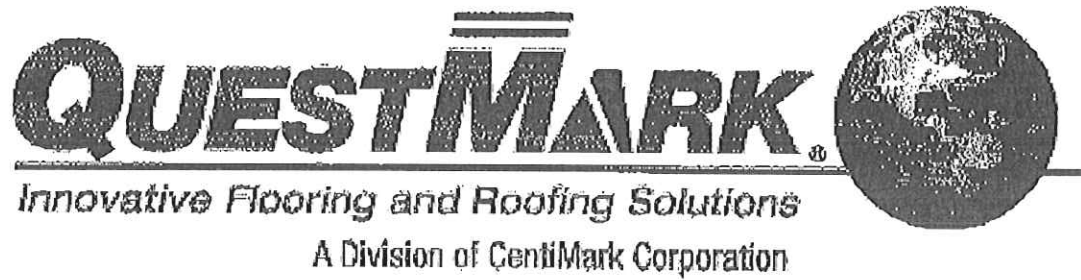
Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors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

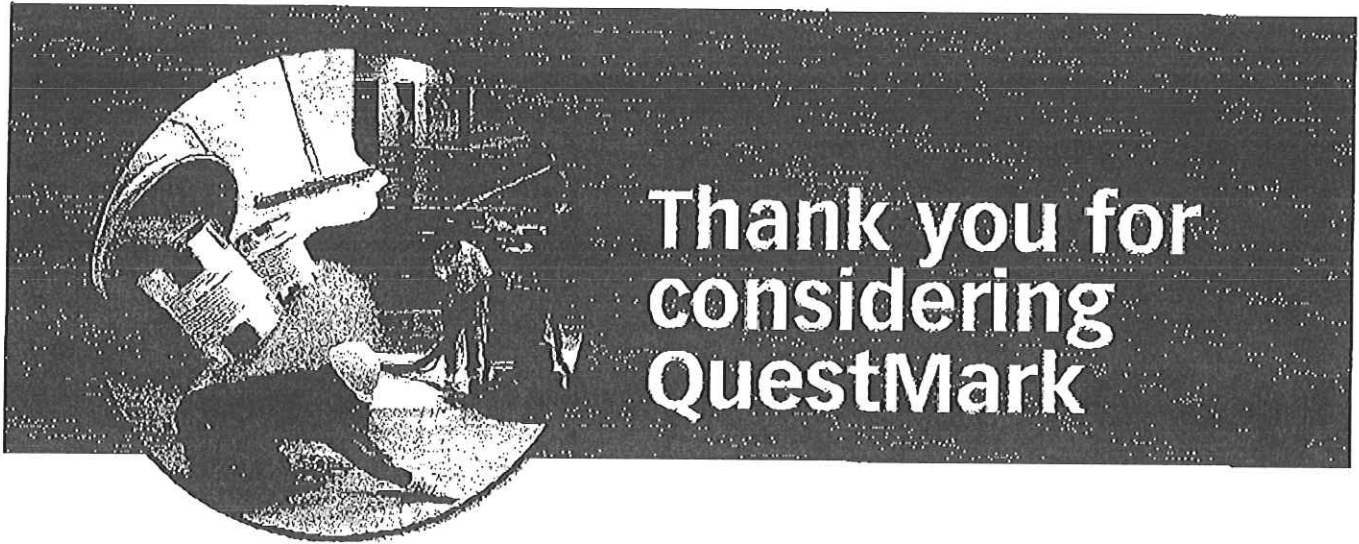


Floor Assessment & Proposed Solution



Hopemont Hospital - Terra Alta, WV





Prepared On: 02/07/2013

Prepared For:

Customer Information

Hopemont Hospital
150 Hopemont Drive
Terra Alta, WV 26764

Attn: David Dewitt
Maintenance Supervisor

Email: david.w.dewitt@wb.gov

Location Information

Hopemont Hospital
150 Hopemont Drive
Terra Alta, WV 26764

Attn: David Dewitt
Maintenance Supervisor

Email:

Prepared By:

Project Manager

Mark V Harrison
QuestMark Flooring
4665 Allen Road, Suite C
Stow, OH 44224

Mark.Harrison@centimark.com
Phone: 724-444-4585
Fax: 330-922-7775

Please visit us at
www.questmarkflooring.com

State license: 003331,
WV001748

◀◀◀ Table of Contents ▶▶▶

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02/07/2013

David Dewitt
Hopemont Hospital
150 Hopemont Drive
Terra Alta, WV 26764

Dear David Dewitt,

Thank you for the opportunity to meet with you, inspect your facility's floors and discuss your needs and requirements. As requested, we are providing you with the following proposal to address the flooring concerns in your Kitchen & Cafeteria .

Our proposal is prepared with information gathered during our site inspection and our conversations about your needs and flooring requirements. At that time you expressed the importance of addressing the following items in our proposal.

By utilizing QuestMark's own products and Questmark employee applicators, (NO SUBCONTRACTORS), Hopemont Hospital can be assured of total communication throughout the project. Your project will be handled with the highest level of professionalism

QuestMark Flooring, as a division of CentiMark Corporation, provides its customers a high level of stability and assurance through a 5A 1 Dun and Bradstreet rating as well as a comprehensive safety program

QuestMark Flooring is a full service industrial and commercial flooring company specializing in polished concrete floor surfaces and epoxy flooring systems. As a division of CentiMark, a nationally recognized leader in the roofing and flooring industries for more than 40 years, QuestMark provides solutions from completely installed floor systems to supporting in-house maintenance staffs with product usage.

Our commitment to excellence is achieved by providing a complete offering of flooring systems and products that are supported by our experienced employee installers, project managers, technical representatives and product demonstrators.

I would like to share a few advantages in choosing QuestMark as your flooring partner:

1. Single source responsibility with turnkey installations
2. Financial strength/stability to honor warranty issues
3. Preventative maintenance and floor care programs
4. In-house training for maintenance departments
5. Special/flexible financing options

Sincerely,

Jonathan Osborne-Project Manager

Mark Harrison- Senior Project Manager

Defect Pictures

Section: Ktichen Floor
Area: Defects
Caption: Existing Tile



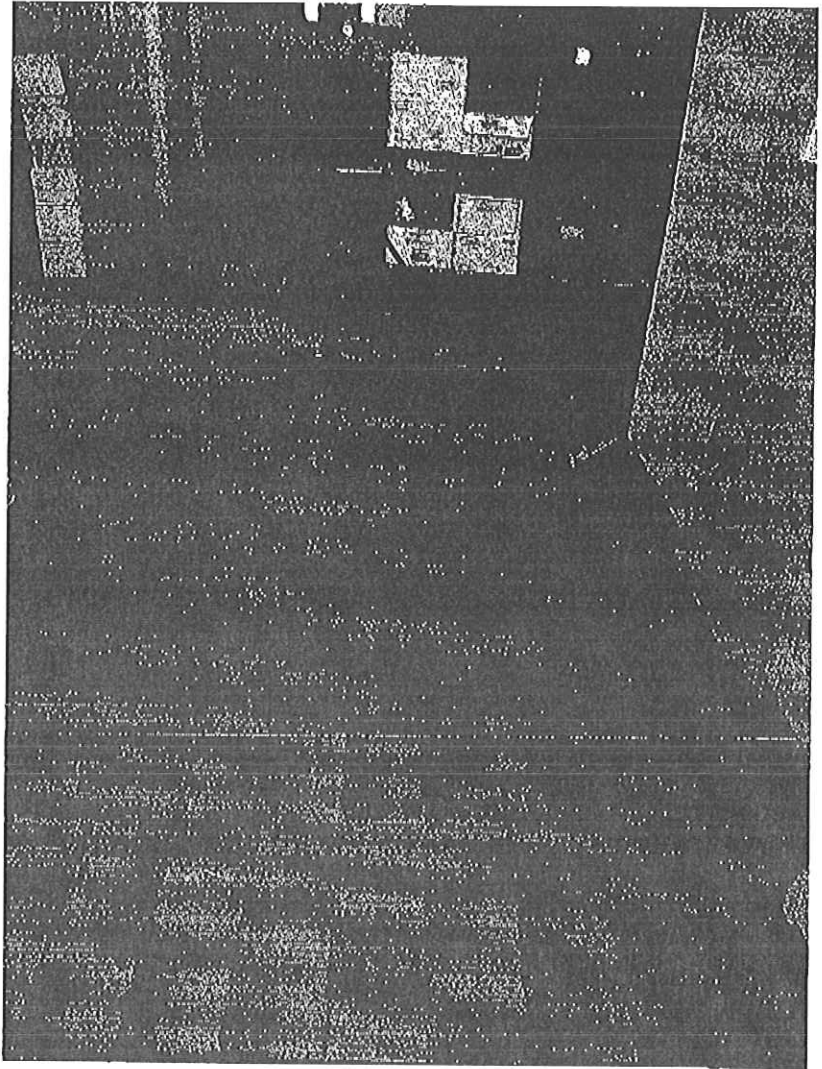
Comments

The existing tile will be left in place as substrate for the new overlay. Any areas of tile that are hollowed or deteriorated will be removed and filled with QuestMarks 2110 Epoxy Patch.

Section: Kitchen Floor
Area: Defects
Caption: Existing Tile

Comments

The existing tile will be left in place as substrate for the new overlay. Any areas of tile that are hollowed or deteriorated will be removed and filled with QuestMarks 2110 Epoxy Patch.



Section: Ktichen Floor

Area: Defects

Caption: Low spots that are lower than the finished floor surface



Description

Floor Surface-Low spots that are lower than the finished floor surface

Cause

Caused by an unlevelled finished surface or the uneven settling process of the original concrete slab floor which can not be removed by the grinds specified in the scope of work for finishing the floor.

Impact

Uneven surface for finishing with darker low spots below the level of grinding and high spots where aggregate gets exposed with grinding.

Solution

Additional grinds and grout coating required to even out the floor.

Section: Kitchen Floor

Area: Defects

Caption: Previously Installed Filler Materials in the existing floor

Description

Floor Surface-Previously Installed Filler Materials in the existing floor

Cause

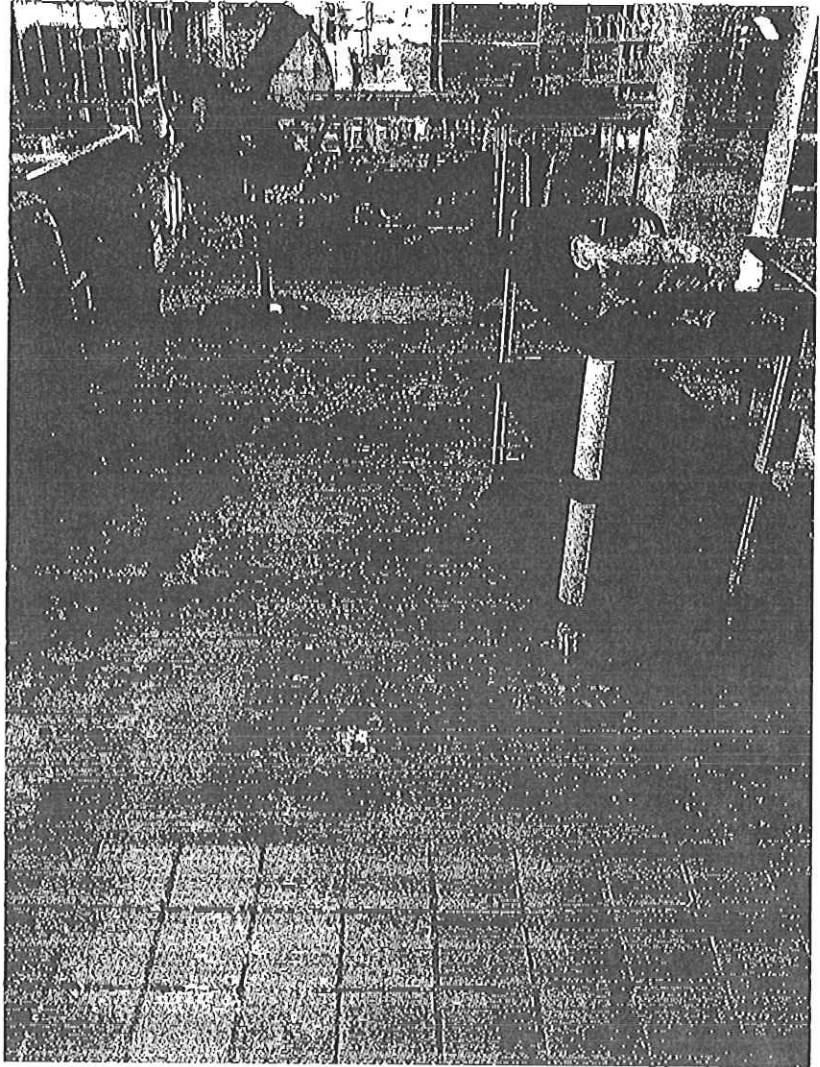
Caused by using filler material to patch and repair the floor leaving areas of the floor discolored and incongruent with the existing surface of the rest of the floor.

Impact

These areas need to be saw cut out and patched.

Solution

Scarify and Clean the area and cover with a coating such as Epoxy.



System Specification

Hopemont Hospital
150 Hopemont Drive
Terra Alta, WV 26764

Specifications For QuestMark Resurface System

Sections included: Kitchen Floor

Surface Preparation:

Prepare the floor area by mechanically shotblasting. Operated on 220V, 60 amp or 480V, 30 amp, three-phase power, shotblasting equipment profiles the substrate through the use of metal shot media while also vacuuming the substrate in the same step.

Prepare tight areas (i.e. around poles, walls, etc.) by mechanical grinding with diamond impregnated tooling.

Key in all finish edges to allow for a smooth transition.

Sweep and power vacuum the prepared area.

Associated Joint Fill/Patching:

If prefill is needed, we will install Questmarks 4100 high heat deflection urethane mortar at \$210.00 per unit installed. Coverage per unit is 15 sq ft at 1/4" thick.

Sawcut a termination point between each kitchen floor section at 1/4" wide and 1/4" thick and fill with Questmarks red high heat deflection urethane joint sealant.

System Specification:

Screed install Questmarks 4100 Extreme Heat Deflection Urethane Mortar Resurfacer, color to be chosen, at a nominal 1/4" thickness, trowel smooth and backroll to finish.

Grind the newly installed epoxy mortar resurfacer to remove minor imperfections.

Install Questmarks high heat deflection color fast urethane textured coating at 20 mils thick.

Hand trowel epoxy mortar around tight areas (i.e. around poles, walls, etc.) to finish. (Hopemont Hospital - Kitchen Floor Only, Kitchen Floor Only.)

Clean Up:

Clean up of work area - Questmark will remove all empty Questmark containers, unused materials, and tools from the premises. Customer shall designate an appropriate place the transfer of on-site debris (concrete material from preparation, packaging materials, etc.).

System Notes:

If, after the process of preparation is completed, the existing material remains adhered, it will be considered well bonded and left in place.

System Specification

Hopemont Hospital
150 Hopemont Drive
Terra Alta, WV 26764

Specifications For QuestMark Broadcast System

Sections included: Cafeteria

Surface Preparation:

Prepare the floor area by mechanical disc sanding in order to clean and profile the floor surface.

Sweep and power vacuum the prepared area. (Hopemont Hospital - Cafeteria Only, Cafeteria Only.)

Associated Joint Fill/Patching:

Install Questmarks 5818 epoxy crack filler on damaged tile floor areas if necessary.

System Specification:

Install Questmarks 1139 flexible membrane (100% solids-60% elongation) epoxy primer at 20 mils thick.

Broadcast blended colored sand to the point of rejection into the uncured 1139 allow to dry and sweep off excess.

Install Questmark 3380 clear high build (100% solids) epoxy coating over the sanded surface at 25 mils thick.

Remove excess aggregate.

Install 2 coats of Questmarks 3380 clear high build epoxy coating at a minimum of 15 mils thick per coat.

The total thickness of Questmarks high performance flexible broadcast coating system will be a minimum of 1/8".

Clean Up:

Clean up of work area - Questmark will remove all empty Questmark containers, unused materials, and tools from the premises. Customer shall designate an appropriate place the transfer of on-site debris (concrete material from preparation, packaging materials, etc.).

System Notes:

If, after the process of preparation is completed, the existing material remains adhered, it will be considered well bonded and left in place.

Investment Summary

Hopemont Hospital
150 Hopemont Drive
Terra Alta, WV 26764

Valid from 02/07/2013 to 07/01/2013

Quote	Section	Measurement	System	Warranty	Price
Hopemont Hospital - Kitchen only	Kitchen Floor	4,117 Sq. Ft.	<u>Resurface</u>	2 years*	\$84,688
Hopemont Hospital - Cafeteria only	Cafeteria	1,425 Sq. Ft.	<u>Broadcast</u>	2 years*	\$18,530

* QuestMark warrants this proposed work against defects in materials and workmanship for the specified period of time stated above in accordance with the terms and conditions of QuestMark Flooring's non-prorated limited warranty.

Comments: This project is bid for 3 mobilizations consisting of 2 for the Kitchen area (1725 each trip. Each mobilization will take 3 days to complete. The 3rd mobilization consists of the cold storage area (667 sq ft) and the cafeteria floor (1425 sq ft). The 3rd mobilization will take approximately 5 days to complete.

Options for Quote: Hopemont Hospital - Kitchen only Section: Kitchen Floor

- Questmarks price to provide 480-3 phase 50 amp power if not available is \$600.00.

Options for Quote: Hopemont Hospital - Cafeteria only Section: Cafeteria


Project Manager Signature

6-18-13
Date

For internal use only, ID # 83098

Terms: One-third (1/3) of the contract price due at the job start and the balance due net thirty (30) upon job completion. (Special terms are available upon request)

The quotes appearing in this Proposal have been calculated based on current prices for the component building materials. However, the market for building materials is considered to be volatile, and sudden price increases could occur through no fault of QuestMark. Since the quotes are material terms of this Proposal, QuestMark exclusively reserves the right to revoke, without written notice, the quotes at any time prior to a valid purchase order or fully executed contract.

Proposal Notes & Responsibilities

Rental Equipment

If a dumpster, power and lighting are not provided for our use throughout this project and it is necessary for us to obtain rental equipment, the customer will be invoiced for the actual amount of the rentals.

Purchase Order/Contract

It is the policy of Questmark/Centimark Corporation that prior to the start of the project we are in receipt of a hard copy of your purchase order/contract or have received a signed copy of our Sales Agreement form (faxed copies are acceptable).

Terms of Payment

One third of the total cost of this project is due upon the acceptance of a purchase order as a booking deposit. All remaining amounts are due within 30 days of completion of the project. All payments due and unpaid, which are not being held pending resolution of any dispute, shall bear interest from the date payment is due at the annual percentage rate (APR) of eighteen percent (18%). In the event of any dispute arising between the parties, the customer shall be entitled to withhold ten percent (10%) of the invoiced amount, regardless of the percentage of work in question.

Jobsite Delays

Should QuestMark be delayed at any time during the progress of the project, either by the customer, a separate contractor employed by the customer, any labor disputes or by any causes beyond our control, then the time requirements for the project and price will be adjusted by a QuestMark change order. Our proposal does not include the moving of the customer's equipment, any supplies or other customer property from the specified work area(s). QuestMark asks that this be performed by the customer prior to our arrival, failure to do so may cause delays in the work, thereby adjusting the price and time frame required to complete the project.

Customer's Responsibilities

The customer is responsible for providing the following: 1. 480 3 phase power, permanent or adequate lighting, adequate ventilation, storage areas for shipped materials, a job site dumpster for non-hazardous materials and QuestMark with MSDS sheets if we will be working in chemical, acids or solvent areas. 2. Have the area(s) cleared of all non-permanent obstructions (i.e., toolboxes, racks, equipment, etc.). Also, have the area(s) broom swept and dry prior to our arrival and make the work area(s) accessible 24 hours per day / 7 days per week, if necessary, in order to complete the project in the time frame required. 3. Post notice to your employees to stay clear of the specified work area(s) during the application process and cure cycle; or provide your employees with proper safety equipment (respirators, glasses, etc.) if they need to be in the specified work area(s).

Termination

Should the customer terminate the project for reasons of their own, and QuestMark is not in default, the customer shall reimburse QuestMark for any unpaid costs incurred during the progress of the project. In addition, the customer shall compensate QuestMark for all costs incurred and profits lost by discontinuing the work.

Dust

Part of our preparation may raise concrete dust. If any site equipment is sensitive to this dust, it is advisable that such equipment be covered prior to QuestMark's start of work. QuestMark will not assume this responsibility.

Fume Notification

The proposed flooring system includes solvent based products which may cause persons in the area to experience headaches and nausea. QuestMark Corporation will be pleased to quote a low odor system as an alternative for your consideration.

Food Disclaimer

CAUTION - All food/ingredient containers should be removed from the specified work area(s). It is advisable to have the specified area(s) closed off from your production and/or warehouse areas while our products are being installed and curing. It is possible that foods can absorb some odors and QuestMark will not be responsible for any product contaminated during the installation.

Joints

Expansion joints are part of all concrete floors. They are intended to enable the concrete to expand or contract based on a variety of external forces. You may experience hairline cracks to develop in our proposed system. This is not considered a failure and is not covered under QuestMark's warranty policy.

Water Damage Disclaimer and Exclusion

Although rare, certain floors are sometimes subjected to saturation by moisture from beneath the slab. This moisture then moves through the slab and collects beneath toppings and coatings, creating the potential for delamination from hydrostatic pressure. These conditions are very difficult, if possible to predict. If and when delamination of the floor occurs because of a moisture condition that exists beneath the concrete slab our warranty does not extend to this type of delamination. QuestMark, however, agrees on request to repair such damage on a time and materials cost basis plus expenses.

Maintenance of Your Finished Floor

QuestMark offers a complete line of soaps, detergents and cleaners especially formulated for our flooring products. Upon request, QuestMark will provide a free sample to all contract customers.

QuestMark's Responsibilities

QuestMark is responsible for providing the following: 1. A complete set of MSDS for all products used during the installation. 2. A safe/clean working environment for our employees and for the customer's employees. 3. On time turn over of the work area. 4. Taped barricades, indicating the work area.



QUESTMARK
12 Grandview Circle
Canonsburg, Pa 15317
800-743-8890

Fax

6/18/2013

TO: Roberta Wagner

FROM: Jonathon Osborne

HOPEMONT HOSPITAL

PAGES:

FAX: 304-558-3970

COMMENTS:

Good Morning,

Please find attached the proposal for Hopemont Hospital including the Bid Bond.

Thanks,

Jonathon Osborne

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.



CENTIMARK CORPORATION RESERVES THE RIGHT TO NEGOTIATE IN GOOD FAITH THE TERMS AND CONDITIONS OF ANY CONTRACT.

CENTIMARK CORPORATION

(Company)

Sherry L. Olenak

(Authorized Signature)

SHERRY L. OLENAK
ASSISTANT SECRETARY

(Representative Name, Title)

1-800-423-5667

(Phone Number)

(Fax Number)

6/17/13

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: HOP14007

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

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

Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input 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.

CENTIMARK CORPORATION

Company

SHERI L. OLENAK Authorized Signature
ASSISTANT SECRETARY

6/17/13
Date

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

RFQ No. HOP14007

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 §61-6-3) 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: CENTIMARK CORPORATION

Authorized Signature: *Sherie L. Olenak* Date: 6/17/13
SHERIE L. OLENAK, ASSISTANT SECRETARY

State of PENNSYLVANIA

County of WASHINGTON, to-wit:

Taken, subscribed, and sworn to before me this 17TH day of JUNE, 2013.

My Commission expires COMMONWEALTH OF PENNSYLVANIA 20 .

AFFIX SEAL HERE

Notarial Seal
Cheryl A. Welch, Notary Public
Canonsburg Boro, Washington County
My Commission Expires March 17, 2014
Member, Pennsylvania Association of Notaries

Sherie L. Olenak
PURCHASING AFFIDAVIT (Revised 07/01/2012)