

RELIABLE PROPERTY MAINTENANCE AND CONSTRUCTION, LLC

147-A Service Center Drive

Oakland, MD 21550

301-334-7860

Fax 301-334-8805

Licensed and Insured/MHIC #44237/MHBR #318

WV 040080

Fax Transmittal Sheet

To: West Virginia Purchasing Division
Att: Roberta Wagner
Date: September 26, 2012
Fax #: 304-558-3970
From: Bruce T. Swift, Jr.
Re: Hopemont Hospital Bid

RECEIVED
2012 SEP 26 AM 9:03
WV PURCHASING
DIVISION

SEALED BID
BUYER: ROBERTA WAGNER
SOLICITATION NO.: HOP13046
BID OPENING DATE: 09/26/2012
BID OPENING TIME: 01:30 P.M.
FAX NUMBER: 304-558-3970

Bid for above referenced project is attached.
Original bid documents will be forwarded to your office
immediately.



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

Solicitation

NUMBER
HQP13046

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
Roberta Wagner
304-558-0067

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

EQUIPMENT

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

DATE PRINTED
08/26/2012

BID OPENING DATE: 09/26/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		910-65		
<p>THE STATE OF WEST VIRGINIA AND ITS AGENCY WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES (DHHR), HOPEMONT HOSPITAL LOCATED AT 150 HOPEMONT DRIVE, TERRA ALTA, WV 26764 REQUEST A QUOTE TO PROVIDE LABOR, MATERIALS & EQUIPMENT TO REPLACE THE EXISTING FLOOR TILE AT THE HOPEMONT HOSPITAL KITCHEN AREA.</p> <p>MANDATORY PRE-BID: SEPTEMBER 6, 2012 AT 1:00 PM LOCATION: HOPEMONT HOSPITAL AD ROOM 105 150 HOPEMONT DRIVE TERA ALTA, WV 26764</p> <p>BID OPENING: SEPTEMBER 26, 2012 AT 1:30 PM LOCATION: PURCHASING DIVISION, BUILDING #15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305</p> <p>REFERENCE ATTACHED INSTRUCTIONS TO BIDDERS.</p>						
<p>REPLACE THE EXISTING FLOORING COVERING AT HOPEMONT TO PROVIDE ALL LABOR, MATERIALS, AND ANYTHING INCIDENTAL TO REPLACE THE EXISTING FLOOR COVERING AT THE HOPEMONT HOSPITAL KITCHEN AREA LOCATED AT 150 HOPEMONT DRIVE, TERRA ALTA, WV, ACCORDING TO THE ATTACHED SPECIFICATIONS.</p>						

REC'D DHHR PURCH AUG 28 2012 01:57 PM

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Solicitation

NUMBER
HOP13046

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
Roberta Wagner 304-558-0067

RFQ COPY
TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED
08/26/2012

BID OPENING DATE: 09/26/2012

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ HOP13046 ***** TOTAL:						

SIGNATURE	TELEPHONE	DATE
TITLE	FEDN	ADDRESS CHANGES TO BE NOTED ABOVE

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

SIGN IN SHEET

Request for Proposal No. _____

PLEASE PRINT

Date: _____

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: RPM Construction LLC	147 A. Service Center Dr	PHONE 301-334-7860
Rep: Bruce Swift	Oakland MD 21550	TOLL FREE
Email Address: Bruce@RPMConstruction.com		FAX 301-334-8805
Company: Success Floor Covering LLC	108 East Liberty St.	PHONE 301-334-2203
Rep: Kevin Gnegy	Oakland, Md. 21550	TOLL FREE
Email Address: SuccessFloor@wvdc1.net		FAX 301-334-2215
Company: Delano's Inc.	31658 Veterans mem. Hwy	PHONE 304-789-6966
Rep: Gary Chadderton	Terra Alta Wv. 26764	TOLL FREE
Email Address: Cfultz4@G.mail.com		FAX 304-789-3166
Company: Ruyratz Flooring	3174 Earl L. Core Rd.	PHONE 304-225-6310
Rep: Jason Gerrard	Morgantown, WV 26508	TOLL FREE
Email Address: ruyratzflooring@hotmail.com		FAX 304-225-6311
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE
Email Address: _____	_____	FAX _____

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
HOP13046 Replacement of kitchen floor tile

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WVDHHR/Hopemont Hospital to establish a contract for the one time purchase for the removal and replacement of flooring in kitchen area of hospital. All work shall be performed in compliance with the Fire Marshal regulations and all other building codes and industry standards according to the specifications herein.
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 **"Desired Item"** means that all labor, materials, equipment and anything incidental to replace and remove existing floor tile at Hopemont Hospital kitchen area.
 - 2.2 **"Bid Evaluation Page"** means the page upon which Vendor should list its proposed price for the Desired Items in the manner requested by thereon. The Desired Item is either included on the last page of this RFQ or attached hereto as Exhibit A.
 - 2.3 **"RFQ"** means the official RFQ published by the Purchasing Division and identified as HOP13046.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Desired Item Requirements:** Desired Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 **Labor**
 - 3.1.1.1 Successful vendor must be a licensed contractor in the state of West Virginia.
 - 3.1.1.2 Contractor or subcontractor labor wages must be compatible with the higher of the US Department of Labor minimum wage rates of the West Virginia Department of Labor wage rates as established for PRESTON COUNTY.
 - 3.1.1.3 All work must be performed between the hours of 8 PM and 4AM and within 90 days of notice to proceed.

REQUEST FOR QUOTATION
[HOP13046] [Replacement of kitchen floor tile]

3.1.2 Successful vendor is to supply all materials to complete the job

- 3.1.2.1** Contractor shall provide and install 6" X 6" American Olean-Quarry Tile- Lava red or equal with an abrasive material to create a slip resistant surface.
- 3.1.2.2** Contractor shall install a premium latex modified fast set mortar for fast drying time.
- 3.1.2.3** Contractor shall install a premium stain resistance grout to be approved by owner.
- 3.1.2.4** Contractor shall provide and install a stainless steel adjustable and removable skirt covers around the base of four coolers, one freezer and dishwasher station. Specs. attached.
- 3.1.2.5** Contractor shall manufacture and install stainless steel trough and back splash in the kettle cook area. Specs. attached.
- 3.1.2.6** Contractor shall trim all doorways and openings with Schluter tile trim pieces or equal to fit application of installation of tiled and poured surfaces.
- 3.1.2.7** Contractor shall cut expansion joints into existing floors, to allow expansion joints every 10-15' in all directions, and provide expansion joints in new tile installation.
- 3.2** Contractor shall cover all work areas during each shift with plywood to restrict traffic and allow area to set. Contractor shall also remove and reset legs on all equipment if necessary during tile installation. Contractor shall be responsible for moving all equipment and tables in the kitchen and replacing them.
- 3.3** Contractor shall remove any loose and hollow parts of the existing flooring. At all hollow areas, tile and existing floor shall be removed 2" deep and shall float all hollow areas with a premium thin set.

REQUEST FOR QUOTATION
[HOP13046] [Replacement of kitchen floor tile]

3.4 It is the bidder's responsibility to view and verify the proposed site, all existing conditions and limitations prior to bidding. Vendor shall have knowledge of all code requirements and perform work in accordance with all specifications provided. It is also the bidder's responsibility to notify the West Virginia Department of Health and Human Resources, in writing, of conditions detrimental to proper and timely completion of the project. Vendor shall not proceed until all nonconforming conditions have been corrected. No allowance will be made on behalf of the contract for any error or negligence on his part in bidding this requirement.

3.5 The Contractor shall inspect all elements subject to movement or damage prior to commencing work.

3.6 Coordination of Work:

3.6.1 The Contractor shall coordinate with the owner for the proper relation of the work to the building structure and to the employees therein. In the event of conflict the Owner shall prevail.

3.6.2 The Contractor shall take all necessary precautions to protect the interior of the building from debris, dust or any residue occurring from the scope of work.

3.6.3 The Contractor shall provide the Owner with a schedule of work seven calendar days prior to the start of the work. The Owner shall be notified of any variance to the work schedule two (2) working days prior to the change.

3.6.4 All work shall be performed between the hours of 8PM and 4AM. All tools, equipment and debris must be cleared from the work area by 4AM to ensure proper function of the kitchen during staff working hours.

3.7 Warranty: (Guarantee)

3.7.1 The Contractor shall warrant to the owner all materials and equipment will be new and that all work will be of good quality, free from faults and defects in conformance with the contract documents. All work not conforming to these requirements may be considered defective.

3.7.2 All material and equipment shall be of current year production of manufacturer and manufactured for commercial usage.

REQUEST FOR QUOTATION
[HOP13046] [Replacement of kitchen floor tile]

3.8 Permits:

The Contractor shall secure and pay for all building permits and for all other permits, governmental fees and licenses which are necessary for the proper execution and completion of the work as specified.

3.9 Clean Up:

The contractor shall keep the work area as clean as possible during the entire progress of work, and shall be responsible to dispose and remove from the site, the packaging materials from his products and other debris as it accumulates. If a dumpster is needed, contractor must provide.

3.10 Tools and Equipment Storage:

Contractor may set a trailer or temporary storage building on the site for all equipment and tools. The Contractor is responsible for his tools, equipment and materials.

3.11 Safety Equipment:

The Contractor shall provide safety barriers around work areas where heavy equipment may be in operation when placing materials in the building or as required by OSHA.

3.12 Damages:

Any damages occurring to the building or property resulting from the contractor's performance of this work shall be the responsibility of the contractor to repair at his expense, either by using his own forces or that of an approved sub-contractor. The repair method and finished product shall be subject to the approval of the owner.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Desired Items. The Contract shall be awarded to the Vendor that provides the Desired Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Bid Evaluation Page: Vendor should complete the Bid Evaluation Page by submitting a lump sum bid. Vendor should complete the Bid Evaluation Page in full as failure to complete the Bid Evaluation Page in its entirety may result in Vendor's bid being disqualified.

REQUEST FOR QUOTATION
[HOP13046] (Replacement of kitchen floor tile)

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

5. PAYMENT:

- 5.1 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.
- 5.2** The Owner reserves the right to refuse payment in the event the completed work is not in accordance with industry standards or sub-standard in any way, or, if the amount requested is not within the agreed upon terms of the contract and specs.
- 5.3** Due to the size and complexity of the project, four progressive payments will be permitted. One at 25%, 50%, 75%, and upon 100% completion upon acceptance of owner.

6. DELIVERY AND RETURN:

- 6.1 Shipment and Delivery:** Vendor shall ship the Desired Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Desired Items within 90 working days after receiving a purchase order or notice to proceed. Desired Items must be delivered to Agency at WVDHHR/Hopemont Hospital, 150 Hopemont Drive, Terra Alta, WV 26764.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Desired Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Desired Items from a third party.

Any Agency seeking to obtain the Desired Items from a third party under this provision must first obtain approval of the Purchasing Division.

If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or by any employee of the Owner, or by any separate contractor employed by the Owner, or by changes in the work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonable anticipated, unavoidable casualties, or any other cause which the Owner determines may justify the delay, then the contract time may be extended by written approval of the Owner.

REQUEST FOR QUOTATION
[HOP13046] [Replacement of kitchen floor tile]

- 6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Desired Items F.O.B. destination to the Agency's location.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Desired Items to be unacceptable, the Desired Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

WV-35A (Rev. 01/01/07)

STATE OF WEST VIRGINIA
PURCHASE CONTINUATION SHEET

Vendor: Reliable Property Maintenance and Construction, LLC. WV040080

Buyer: RW22	Page: 2	Requisition or P.O. No.: HOP13046
Spending Unit:		WVDHHR/Hopemont Hospital

Bid to provide all labor, materials, and equipment to replace the existing floor tile (approximately 4600 square feet) at The Hopemont Hospital Kitchen area.

Award will be made to the overall lowest bidder that meets specifications.

Lump Sum Bid \$ 179,900.00

Vendor Name: Reliable Property Maintenance and Construction, LLC.

Vendor Address: 147A Service Center Drive

Oakland, MD 21550

Remit to Address: 147A Service Center Drive

Oakland, MD 21550

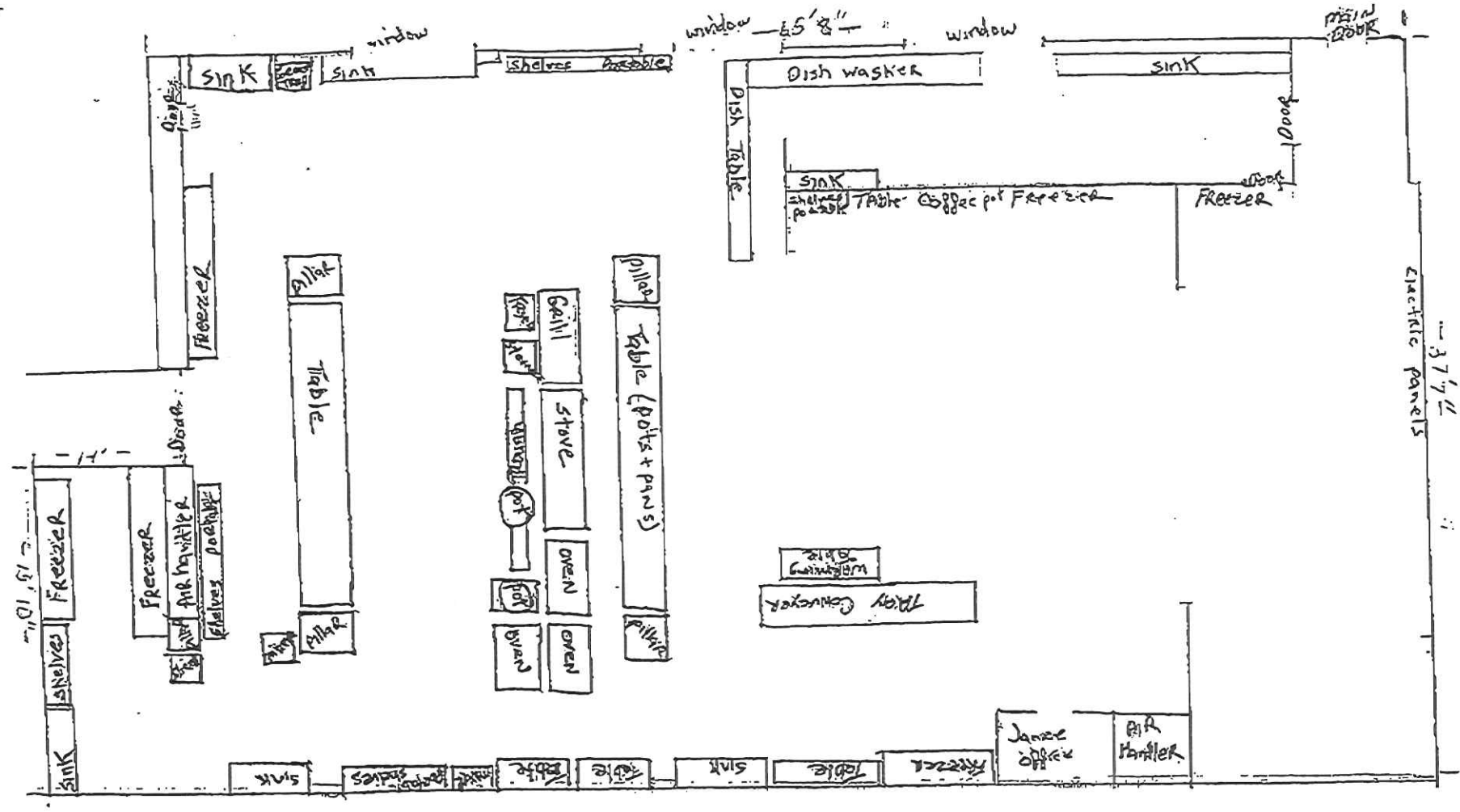
Phone# 301-334-7860

Fax# 301-334-8805

E-mail: bruce@rpmconstruction.com

Signature:  Date 09/24/2012

11/2/12



expansion of every room

4/18/12

SKIRTING FOR Dishwasher, Coolers.

Dishwasher

L 205" | 35 1/4" 7 1/4" High.

Cooler # 3 by Coffee pot

L 78" | 35" 6 1/2" High

Cooler # 2 Traulsen.

L 76 3/8" | 35" 6 3/8" High

Cooler # 3

L 76 3/8" | 32" 6" High
120"

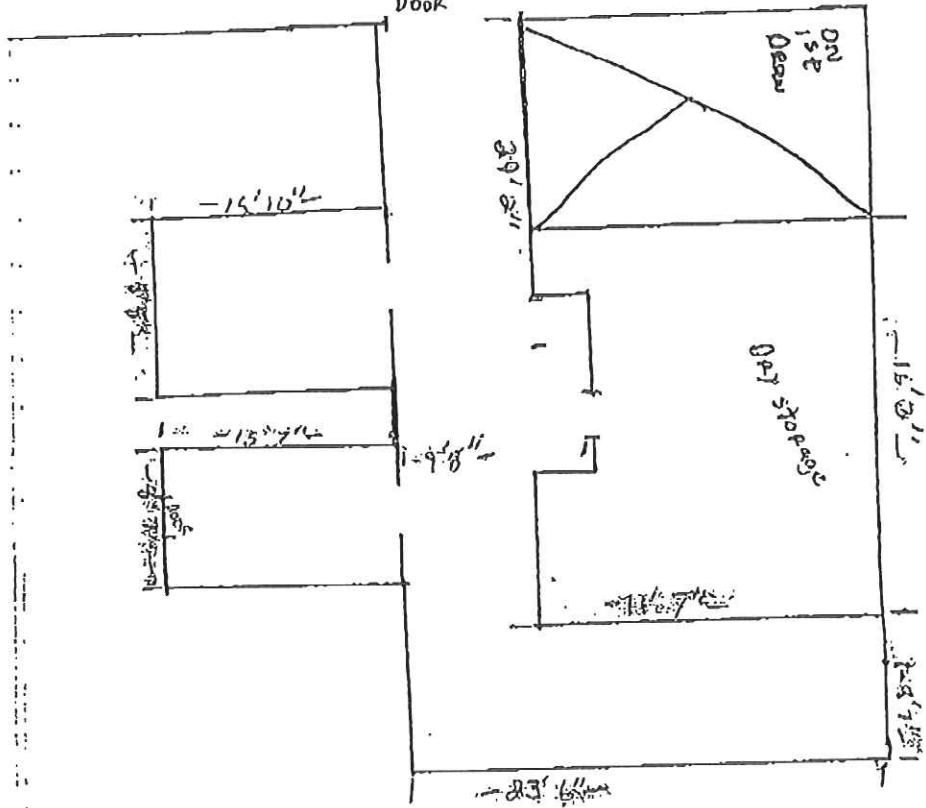
Trough

L 184" | 43"

20 gauge stainless steel

4/18/12

Kitchen
Door



Agency WV DHHR
REQ.P.O# HOP13046

BID BOND

Reliability Property Maintenance
and Construction LLC

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____ as Principal and _____ Western Surety Company of Oakland Maryland, a corporation organized and existing under the laws of the State of Sioux Falls, South Dakota, as Surety, are held and firmly bound unto the State of South Dakota with its principal office in the City of Sioux Falls, as Surety, are held and firmly bound unto the State of West Virginia, as Oblige, in the penal sum of Seven Thousand Five Hundred Dollars (\$ 7,500) 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 replacement of the existing floor file at the Hopemont Hospital Kitchen area - Solicitation Number: HOP13046 - 5%

NOW THEREFORE,

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

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

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 September, 2012.

Principal Corporate Seal

Surety Corporate Seal



(Name of Principal)

By _____
(Must be President or Vice President)

(Title)

Western Surety Company
(Name of Surety)

John Timothy Workmeister
Attorney-in-Fact
John Timothy Workmeister

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

STATE OF Maryland }
 COUNTY OF Allegany }
 ACKNOWLEDGMENT OF SURETY
 (Attorney-in-Fact) Bond No. 71322449

On this 18th day of Sept., 2012, before me, a notary public in and for said County, personally appeared John Timothy Workmeister JOHN TIMOTHY WORKMEISTER to me personally known and being by me duly sworn, did say, that he is the Attorney-in-Fact of WESTERN SURETY COMPANY, a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that the said JOHN TIMOTHY WORKMEISTER

acknowledges said instrument to be the free act and deed of said corporation and that he has authority to sign said instrument without affixing the corporate seal of said corporation.

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

My commission expires 10/10/2014

Alvin Gray Beards
 Notary Public

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71322449

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

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

Principal: Reliable Property Maintenance and Construction, LLC

Obligee: State of West Virginia

Amount: \$500,000.00

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

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

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of December 26, 2012, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 26th day of September, 2012.



WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

On this 26th day of September, in the year 2012, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires August 11, 2016

S. Petrik
Notary Public - South Dakota

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

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 26th day of September, 2012.

WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President



WV

Western Surety Company

RIDER INCREASING OR DECREASING PENALTY OF BOND

To be attached to and form part of Replace The Existing Floor Tile at The Hopemont Hospital Kitchen Area Solicitation Number: HOP13046
(Description of Bond)

Bond No. 71322449 issued on behalf of Reliable Property Maintenance and Construction, LLC

as principal in favor of State of West Virginia

Obligee.

WESTERN SURETY COMPANY, (hereinafter called the Company) hereby increases the penalty from Seven Thousand Five Hundred and 00/100 DOLLARS (\$7,500.00), to Eight Thousand Nine Hundred Ninety-Five and 00/100 DOLLARS (\$8,995.00), subject to the covenants and conditions of said bond, except as herein stated.

This rider becomes effective on the 24th day of September, 2012, at twelve and one minute o'clock AM standard time.

Signed and dated this 24th day of September, 2012.



Reliable Property Maintenance and Construction, LLC
Principal

By _____

WESTERN SURETY COMPANY

By Paul T. Bruffat
Paul T. Bruffat, Vice President

ACCEPTED

Obligee

By _____

By _____



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71322449

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

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

Principal: Reliable Property Maintenance and Construction, LLC

Obligee: State of West Virginia

Amount: \$500,000.00

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

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

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of December 26, 2012, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 24th day of September, 2012.



WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

On this 24th day of September, in the year 2012, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



S. Petrik
Notary Public - South Dakota

My Commission Expires August 11, 2016

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

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 24th day of September, 2012.

WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President



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

STATE OF Maryland
COUNTY OF Brockport TO-WIT:


I, Bruce T. Swift, Jr., after being first duly sworn, depose and state as follows:

- I am an employee of Reliable Property Maintenance and Construction, LLC and,
(Company Name)
- I do hereby attest that Reliable Property Maintenance and Construction, LLC.
(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.

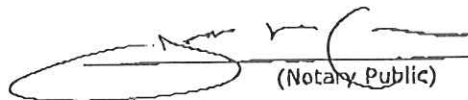
Reliable Property Maintenance and Construction, LLC
(Company Name)

By: Bruce T. Swift, Jr. 
Title: Owner
Date: 09/24/2012

Taken, subscribed and sworn to before me this 24th day of September, 2012.

By Commission expires 10/1/14

(Seal)


(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.

RFQ No. HOP13046

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Reliable Property Maintenance and Construction, LLC.

Authorized Signature:  Date: 09/24/2012

State of Maryland

County of Calvert, to-wit

Taken, subscribed, and sworn to before me this 24th day of September, 2012.

My Commission expires 10-1- 2012.

AFFIX SEAL HERE

NOTARY PUBLIC



Purchasing Affidavit (Revised 07/01/2012)

CERTIFICATION AND SIGNATURE PAGE

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

Reliable Property Maintenance and Construction, LLC.

(Company)



(Authorized Signature)

Bruce T. Swift, Jr., Owner

(Representative Name, Title)

(301) 334-7860

(Phone Number)

(301) 334-8805

(Fax Number)

09/24/2012

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: HOP13046

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

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

Addendum Numbers Received:


(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Reliable Property Maintenance and Construction, LLC.

 Company



 Authorized Signature

09/24/2012

Date

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