



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

Solicitation

NUMBER
 HOP14082

PAGE
 1

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

V
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Questmark
 401 Technology Drive
 Canonsburg, PA 15317

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

DATE PRINTED
 10/28/2013

BID OPENING DATE: 12/11/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
THE WEST VIRGINIA PURCHASING DIVISION IS SOLICITING BIDS ON BEHALF OF THE WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES (DHHR), BUREAU FOR BEHAVIORAL HEALTH & HEALTH FACILITIES TO ESTABLISH A CONTRACT TO PROVIDE LABOR, EQUIPMENT & SUPPLIES FOR THE RESURFACING OF THE KITCHEN AND CAFETERIA FLOORS OF HOPEMONT HOSPITAL LOCATED AT 150 HOPEMONT DRIVE, TERRA ALTA, WV 26764 PER THE ATTACHED SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS.						
0001	1	JB	910-65		18.19729	87,347.00
				PREPARATION AND RESURFACING OF THE KITCHEN FLOOR		
0002	1	EA	910-65		14.195	19,873.00
				PREPARATION AND RESURFACING OF THE CAFETERIA FLOOR		
***** THIS IS THE END OF RFQ HOP14082 ***** TOTAL:						107,220.00
12/06/13 02:31:50PM West Virginia Purchasing Division						

SIGNATURE *Mark H. Quinn* TELEPHONE 724.444.4585 DATE 12-3-13
 TITLE Senior Project Mgr. FEIN ADDRESS CHANGES TO BE NOTED ABOVE

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

EXHIBIT A

PRICING PAGES FOR HOP14082				
ITEM #	DESCRIPTION	Est. Square Feet	UNIT PRICE	EXTENDED PRICE
1	Preparation & Resurfacing of Kitchen Floor	4800	\$ 18.19729	\$ 87,347.00
2	Preparation & Resurfacing of Cafeteria floor	1400	\$ 14.195	\$ 19,873.00
Warranty: 2 year defects in materials and workmanship in services.				
OVERALL TOTAL COST				\$ 107,220.00

Note: Award will be made to the lowest overall total cost meeting all specifications.

**Price bid shall include all general labor, supplies & other incidental necessary to perform the contract.

VENDOR NAME: QUESTMARK/CENTIMARK FLOORING
 ADDRESS: 401 TECHNOLOGY DRIVE
CANONSBURG, PA 15317
 FAX #: 724-444-8016
 PHONE #: 724-444-4585
 E-MAIL ADDRESS: MARK.HARRISON@CENTIMARK.COM
 REMIT TO ADDRESS: 401 TECHNOLOGY DRIVE
CANONSBURG PA 15317
 SIGNATURE: Mark Harrison
 DATE: 12-3-13

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: HOP14082

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.

QUESTMARK / CENTIMARK FLOORING
Company

Mohamed Amin
Authorized Signature

12-3-13
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

Agency DHHR
REQ.P.O# HOP14082

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, CentiMark Corporation
of 12 Grandview Circle Canonsburg, PA 15317, as Principal, and Western Surety Company
of 333 S. Wabash Ave., 41st Floor, 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 Oblige, in the penal sum of Five Percent of Amount Bid (\$ 5% of Amount Bid) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for Resurfacing of the Kitchen and Cafeteria Floors at Hopemont Hospital, 130 Hopemont 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 Oblige may accept such bid, and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, this 11th day of December, 20 13.

Principal Seal

CentiMark Corporation
(Name of Principal)

By [Signature]
(Must be President, Vice President, or Duly Authorized Agent)

THOR D. DICESARE, SECRETARY
(Title)

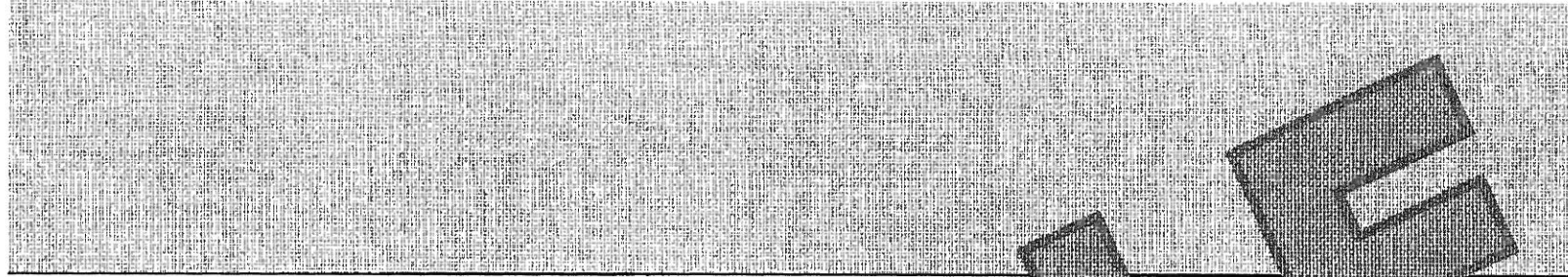
Surety Seal

Western Surety Company
(Name of Surety)

[Signature]
Nancy L. Johnson, Attorney-in-Fact

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

NON-PRORATED LIMITED WARRANTY - FLOORING SYSTEMS



I. WHAT THIS WARRANTY COVERS:

- (a) CentiMark Corporation (CENTIMARK) warrants to the Purchaser ONLY that CentiMark will repair any defects in the materials or workmanship in the flooring services (services) provided by CentiMark, including (i) uplifting of the material, (ii) peeling of the material, for the period of time, noted above, from the Warranty Date. If CentiMark determines that the problem with the flooring system was caused by defects in the materials or workmanship supplied by CentiMark, Purchaser's remedies and CentiMark's liability shall be limited to CentiMark's repair of the flooring system or replacement of the material. The value of CentiMark's services performed under this warranty shall not exceed the original cost of the flooring services to the Purchaser.
- (b) Purchaser shall notify CentiMark of the need for service within forty-eight (48) hours after its discovery and shall provide written notice within ten (10) calendar days thereafter. In response to this notice, CentiMark will arrange to inspect the flooring system.
- (i) If the problem in the floor system is the responsibility of CentiMark under this Warranty, CentiMark shall take prompt action to repair the floor system or replace the materials; or
- (ii) If the problem is not the responsibility of CentiMark under this Warranty, CentiMark, at the Purchaser's request, shall advise the Purchaser within a reasonable time of the minimum repairs that CentiMark believes are required to correct the floor system. If the Purchaser, at its expense, promptly has such repairs made to the floor system by or through a qualified contractor, this Warranty shall remain in effect for the unexpired portion of its term. Failure to make these repairs in a timely manner shall constitute a waiver of the obligation of CentiMark under this Warranty as to the damaged portion of the flooring system.

II. WHAT THIS WARRANTY DOES NOT COVER:

- This Warranty is not a maintenance agreement or inspection service and does not include the inspection, maintenance or repair of any other flooring system or any part thereof. This Warranty does not obligate CentiMark to inspect, maintain, repair, or replace any other flooring system or any part thereof.
- (a) Damage to the flooring system caused by structural movement, including settling, expansion, or contraction.
 - (b) Damage to the flooring system caused by burning, staining, or discoloration, including molten metal.
 - (c) Damage to the flooring system caused by cracking, delamination, or crazing, including expansion and contraction.
 - (d) Damage to the flooring system caused by chemical spills, including acids, alkalis, or other substances, or by abrasion, including sand, dirt, or other particles.
 - (e) Damage to the flooring system caused by premature wear, including scuffing, scratching, or other surface damage.
 - (f) Damage to the flooring system caused by its application to a substrate that is not suitable for its use, including improper preparation, installation, or maintenance.
 - (g) Damage to the flooring system caused by its application to a substrate that is not suitable for its use, including improper preparation, installation, or maintenance.
 - (h) Damage to the flooring system caused by its application to a substrate that is not suitable for its use, including improper preparation, installation, or maintenance.

III. LIMITATIONS OF THE REMEDY UNDER THIS WARRANTY

- It is the responsibility of the Purchaser to maintain the flooring system in accordance with the manufacturer's instructions and to report any damage to the flooring system as soon as it is discovered. CentiMark's liability under this Warranty shall terminate any liability of CentiMark for any warranty obligations of the manufacturer.
- (a) Purchaser shall be responsible for the cost of labor, materials and services, in full and when due, and shall not offset any claims against CentiMark against any amounts due on CentiMark's invoices. If Purchaser fails to pay all outstanding invoices, CentiMark shall have no obligation to provide any services, and shall not be entitled to any warranty protection.
 - (b) Purchaser shall promptly clean and maintain the floor system. Use of floor scrubbers with carbide or steel brushes may dull the floor and wear through the finish.
 - (c) Purchaser shall provide CentiMark access to the building during business hours to make inspections. CentiMark reserves the right to make periodic inspections of your floor system; any of CentiMark's recommendations and/or observations concerning the floor system must be acted upon within a reasonable time not to exceed thirty (30) days in order to insure the integrity of your floor system and the continued

validity of this warranty. CentiMark shall not be responsible for any damage to the flooring system caused by alterations or repairs made by anyone other than CentiMark. CentiMark shall not be responsible for any damage to the flooring system caused by alterations or repairs made by anyone other than CentiMark.

EXCLUSIONS OF WARRANTY AND LIMITATION OF REMEDY:
CENTIMARK EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES. THIS LIMITED WARRANTY CONTAINS THE SOLE AND EXCLUSIVE REMEDY OF PURCHASER AGAINST CENTIMARK. THERE IS NO EXPRESS WARRANTY OTHER THAN THAT SET FORTH HEREIN.

(b) In no case shall CentiMark be liable for special, incidental or consequential damages based on breach of contract, negligence, strict liability, or any other legal theory. Such excluded damages include, but are not limited to, loss of profits, savings or revenue, cost of substitute goods, facilities or services, business interruption, the claims of third parties including attorneys' fees, the cost of repairing and/or replacing other property when the floor services do not perform as warranted, and other incidental or consequential damages. Incidental and consequential damages shall not be recoverable even if the remedies or actions hereunder are found to have failed of their essential purposes.

LIMITATION OF REMEDY:
ANY CLAIMS AGAINST CENTIMARK MUST BE COMMENCED WITHIN ONE (1) YEAR FROM THE DATE THE DEFECTIVE MATERIALS OR WORKMANSHIP, OR OTHER BREACH OR ANY OTHER CLAIM IS DISCOVERED OR REASONABLY SHOULD HAVE BEEN DISCOVERED.

IV. MISCELLANEOUS:

- (a) If at any time CentiMark does not enforce any of the terms, conditions or limitations stated in this Warranty, CentiMark shall not have waived the benefit of said term, condition or limitation and can enforce it at any time. This Warranty is extended only to the original Purchaser identified herein and is not transferable. It is not intended nor shall it be construed to create rights in any third party.
- (b) This Warranty is issued at the Corporate offices of CentiMark Corporation in Canonsburg, Pennsylvania, and accordingly, is governed by Pennsylvania law. Jurisdiction and venue of any dispute arising under or pursuant to the terms of this Warranty shall be vested in courts sitting in Washington County, Pennsylvania.
- (c) This Warranty Agreement is understood to be the complete and exclusive warranty agreement between the Purchaser and CentiMark, superseding all prior agreements, whether oral or written, and all other communications between the parties relating to the subject matter of this Warranty. Any additional or contradictory Warranty terms or conditions stated in Purchaser's purchase order/acceptance documentation or other written communication, shall not be valid or binding upon CentiMark under any circumstances, unless specifically adopted and approved by written response from CentiMark; the failure of CentiMark to respond shall be deemed a denial of any such additional terms or conditions. No representative of CentiMark has the authority to make any representations or promises about the Warranty or the performance of our services that differ from this written Warranty. Changes to this Warranty may only be made by a CentiMark Corporate Officer.



12 Grandview Circle, Canonsburg, Pennsylvania 15317 Nationwide: 1-800-558-4100 24 Hour Emergency: 1-800-254-0853 www.centimark.com
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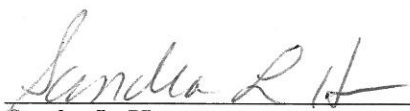
ACKNOWLEDGMENT BY SURETY

STATE OF Missouri }
City of St. Louis } ss.

On this 11th day of December, 2013, before me personally appeared Nancy L. Johnson, known to me to be the Attorney-in-Fact of Western Surety Company

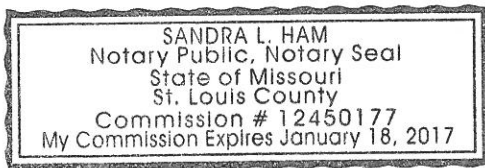
_____, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Sandra L. Ham
Notary Public in the State of Missouri
County of St. Louis

My Commission Expires: 01/18/2017
(Seal)



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

Pamela A Beelman, Cynthia L Choren, Heidi A Notheisen, Debra C Schneider, Sandra L Ham, Joann R Frank, Karen L Roider, Nancy L Johnson, Individually

of Saint Louis, MO, 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 4th day of March, 2013.



WESTERN SURETY COMPANY

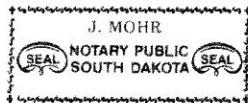
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 4th day of March, 2013, before me personally came Paul T. Bruflat, 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 11th day of December, 2013.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

BID RESULTS REPORTING FORM (C-1305101)

	TO	FROM
Name:	Ms. Wendy Bright	Ms. Lauren Ike
Company:	Marsh USA Inc.	CentiMark Corporation
Fax Number:	412-552-5978	724-743-6044
Telephone Number:	412-552-5167	724-514-8635
City, State:	Pittsburgh, PA	Canonsburg, PA

Please identify the three lowest bidders on the project listed below and indicate the amount of their base bid and any alternates (if applicable). If you are not included in the list of the three lowest bidders, please indicate your ranking and the amount of your bid in the additional space provided. Also, please indicate the Engineer's Estimate for this project (if any was provided). Send this information to us by fax as soon as possible after the bid date.

Thank you for your assistance on this matter.

Bid Date:	December 11, 2013
Bid To:	State of West Virginia
Project Description:	Resurfacing of the Kitchen and Cafeteria Floors at Hopemont Hospital, 130 Hopemont Drive, Terra Alta, WV 26764

	BIDDER	BASE BID	ALTERNATES
Lowest Bidder:			
Second Lowest Bidder:			
Third Lowest Bidder:			
Your Bid (If Not In Lowest Three):			
Engineer's Estimate:	\$120,000		