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 myknowledge, the bidder has properly registered with any State agency that may require registration.

| Stonhard | |
|-----------------------------|------------------|
| (Company) | |
| (Authorized Signature) | |
| Sandra Fine, Sal | es Administrator |
| (Representative Name, Title | |
| 800-854-0310 | 856-321-7631 |
| (Phone Number) | (Fax Number) |
| April 22, 2014 (Date) | |

04/23/14 09:22:46AM West Virginia Purchasing Division



MODZEN

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

Solicitation

NUMBER HOP14149

PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF.

BOB KILPATRICK

304-558-0067

HEALTH AND HUMAN RESOURCES * HOPEMONT HOSPITAL

CENTRAL RECEIVING 150 HOPEMONT DRIVE

O TERRA ALTA, WV

26764-7728 304-789-2411

DATE PRINTED 04/17/2014

BID OPENING DATE: 04/23/2014

RFQ COPY

TYPE NAME/ADDRESS HERE

DID ODENIANO GIME

| ID OPENING DATE: | 04/23/2 | I am a second and a | BID C | PENING TIME 1 | :30PM |
|------------------|--|--|---|---------------------------------|---------------------|
| LINE | QUANTITY | UOP CAT. NO. | ITEM NUMBER | UNIT PRICE | TAUOMA |
| | _ | ADDENDU | M NO. 1 | | |
| A | DDENDUM ISSU | ED TO: | | | |
| | | | | | |
| 1 | . PROVIDE RE THE ORIGIN ARE ATTACH | AL SQLICITA | QUESTIONS SUBMI ATION. QUESTION | TTED REGARDING S AND ANSWERS | |
| 2 | . TO CORRECT TO "EPOXY" | MISSPELLI | NG OF "EPROXY" O | N RFQ LINE 0002 | |
| 3 | SHOULD BE | SIGNED AND D RETURN MA | ACKNOWLEDGEMENT. RETURNED WITH Y AY RESULT IN DIS | OUR BID. FATLUR | E |
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| ATURE | he | | TELEPHONE 80 | 0-854-0310 DATE | April 22, 2014 |
| Sale | es Admin | 56-018479 | | ADDRESS CHANGE | S TO BE NOTED ABOVE |



RFQ COPY

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

Solicitation

NUMBER HOP14149

PAGE 2

ADDRESS CORRESPONDENCE TO ATTENTION OF OB KILPATRICK

BOB KILPATRICK 304-558-0067

HEALTH AND HUMAN RESOURCES

HOPEMONT HOSPITAL
CENTRAL RECEIVING
150 HOPEMONT DRIVE

o TERRA ALTA, WV

26764-7728 304-789-2411

からつさ而く

Stonhard 1000 East Park Ave Maple Shade, NJ 08052

TYPE NAME/ADDRESS HERE

04/17/2014

BID OPENING DATE: 04/23/2014 BID OPENING TIME 1:30PM

| LINE | QUANTITY | UOP CAT. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--------|--|---------------------------|--------------------------------------|------------------------------|--------------------------------|
| 001 | 1 | JB | 910-65 | \$73,200.00 | \$73,200.00 |
| | PREPARATION | AND RESURF | ACING OF THE KIT | HEN FLOOR | |
| | APPROXIMATEI URETHANE EPO | LY 4800 SQ. DXY MORTAR | FT. USING QUESTN RESURFACE 3 STEP | ARK 4100 SYSTEM OR EQUAL. | |
| 02 | 1 PREPARATION | | 910-65 | \$22,600.00 | \$22,600.00 |
| | REPARATION | AND RESURF | ACING OF THE CAFT | ERIA FLOOR | |
| | APPROXIMATEL BROADCAST FL RESURFACE SY | BXIBLE MEM | FT. USING QUESTMERANE EPOXY PRIME | ARK 1139 DOUBLE R 3 STEP | |
| | ***** THIS | IS THE EN | OF RFQ HOP141 | 49 ***** TOTAL: | \$95,800.00 |
| | * | | | | |
| | , | | | | |
| | d | | | | |
| NATURE | | | | | |
| | yre | | TELEPHONE 800-854 | O310 | 1/22/22 |
| Sale | es Admin. | EIN 56-01 | | ADDRESS CHANGES | 4/22/2014 TO BE NOTED ABOVE |

SOLICITATION NUMBER: HOP14149 Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

| 1 |] | Modify bid opening date and time |
|-----|---|--|
| [|] | Modify specifications of product or service being sought |
| [\ | 1 | Attachment of vendor questions and responses |
| [| I | Attachment of pre-bid sign-in sheet |
| 1 | 1 | Correction of error |

Description of Modification to Solicitation:

Other

Applicable Addendum Category:

Addendum issued to answer vendor questions, per Attachment A, including Revised Pricing Page

Addendum also issued to correct misspelling of the word "Epoxy" on Line 0002 of the Request for Quotation.

NO OTHER CHANGES

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

- All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

ATTACHMENT A

HOP14149-ADDENDUM#1 Resurfacing of Dietary Department Flooring

Question #1: Will the kitchen floor take the shot blasting without giving? If not what is the recourse?

Answer: Hopemont Maintenance Department has completed a sound test to estimate square footage that will need to be repaired by the contractor with a QuestMark Deco-pour or equal fast drying (4hour) concrete. The sound test results are estimated to be 10% of the 4800 square feet in the Kitchen. We know that there will be some repairs to be made and want to have vendors to incorporate this cost in their bid on based on 10% of the estimated square feet. If there are more than 10% of the estimated square feet to be repaired, a change order can be processed at that time. A square feet costing should be given at the time of the bid for a potential future change order.

Question #2: Warranty Clarification, because of the sub structure potential for heaving will the warranty cover the resurfacing damaged by the heaving or will it is on the resurfacing products and installation alone?

Answer: Warranty must cover 2 years on the resurfacing failing from defect or faulty installation.

Question #3: The floor in the dish washer room is ponding; do you want pitch in the floor?

Answer: Yes, establish a ¼" pitch in the floor around the existing drain approximately 13' x 12' area.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: HOP14149

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)

| [| x] | Addendum No. 1 |] |] | Addendum No. 6 |
|---|-----|----------------|---|---|-----------------|
| [|] | Addendum No. 2 | [|] | Addendum No. 7 |
| [| J | Addendum No. 3 | [|] | Addendum No. 8 |
| [|] | Addendum No. 4 | Į |] | Addendum No. 9 |
| [| J | Addendum No. 5 | I |] | 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.

| | Stonhard | |
|--|----------------------|--|
| Proceedings of the Control of the Co | Çompany | |
| | h | |
| | Authorized Signature | |
| | April 22, 2014 | |
| | Date | |

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

RFQ#HOP14149, Hopemont Floor Resurfacing **EXHIBIT A: PRICING PAGE**

| ITEM# | DESCRIPTION | LUMP SUM BID |
|---------------|--|----------------|
| 1 | Preparation & Resurfacing of Kitchen Floor (estimated 4800 Square Feet) | FOINT SOIN BID |
| 2 | Preparation & Resurfacing of Cafeteria Floor (estimated 1400 Square Feet) | \$_73,200 |
| Unit Price #1 | Provide Unit Price, per square foot, for repairing kitchen floor with Quest Mark Deco-pour, or equal, fast-drying (4hour) concrete, only in excess of the 480 square feet of anticipated repairs to be included in the Lump Sum Bid for Item #1. Required additional square footage must be approved by change order based upon Unit Price. Documentation of having repaired the footage included in Item#1 must accompany the change order request. | > |

OVERALL TOTAL COST (Add A + B + C)= $\frac{108,500}{}$

Note: Award will be made to the lowest Overall Total Cost meeting all specifications.

Note: Bidders are responsbile for verifying actual quantities.

Note: Lump Sum Bid is to include all labor, supplies, equipment and associated costs necessary to perform Contract.

| Vendor Name: | Stonhard | |
|------------------------|---|----------------|
| Physical Address: | 1000 East Park Ave | |
| Danilla | Maple Shade, NJ 08052 | |
| Remittance Address: | PO Box 931947 | |
| | Cleveland, OH 44193 | |
| Phone: | 800-854-0310 | |
| Fax: | 856–321–7631 | |
| Email: | Sfine@Stonhard.com JDiSaia@Stonhard.com | |
| Signature: | Date: | April 22, 2104 |

WV-73 Rev. 08/2013



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

| STATE OF WEST VIRGINIA, |
|---|
| COUNTY OF Preston TO-WIT: |
| I,Sandra Fine, after being first duly sworn, depose and state as follows: |
| 1. I am an employee of Stonhard a Division of RPM ; and, |
| (Company Name) |
| 2. I do hereby attest that Stonhard a Division of RPM |
| (Company Name) |
| maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D. |
| The above statements are sworn to under the penalty of perjury. |
| By: Sandra Fine |
| Title: Sales Administrator |
| Company Name: Stonhard a Division of RPM |
| Date:April 22, 2104 |
| Taken, subscribed and sworn to before me this 22 day of April 2014 By Commission expires 21/1/6/17 |
| (Seal) REP. 1. ROTARL SO OF Museen Day of (Notary Public) |
| THE A PETER A STEER SALES |

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.

WV-72 Created 07/01/13

State of West Virginia Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with *West Virginia Code* § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

<u>Instructions:</u> Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

| Contract Identi | fication: | | | | |
|-------------------------|--|--|--|---|--|
| Contract Number | er: | HOP14149 | | × | |
| Contract Purpos | se: | Resenious Flooring | ı | | |
| Agency Reques | sting Work: | Health and Human R | Resources Hopemont Hos | pital | |
| x Information 21-1D-5 v | on indicating th | e education and training s | clude each of the items listed information has been included ervice to the requirements of | in the attached report. West Virginia Code § | |
| successo | r that performs | certified by the United Stat the drug tests; | es Department of Health and | Human Services or its | |
| Average r | Average number of employees in connection with the construction on the public improvement; | | | | |
| Drug test | results for the rests: (A) Pre- | following categories includ | ing the number of positive tes ; (B) Reasonable suspicion; (| | |
| Vendor Contact | Information: | | | | |
| Vendor Name: | Stonh | ard | _ Vendor Telephone: _ | 800-257-7953 | |
| Vendor Address: | | ast Park Ave | Vendor Fax: | 856-321-7522 | |
| | Maple | Shade, NJ 08052 | | | |
| , | | | | | |

RPM PERFORMANCE COATINGS

ALCOHOL, DRUG & CONTROLLED SUBSTANCE SCREENING POLICY

RPM Performance Coatings is committed to protecting the health of all its employees and to insuring the safe and productive operation of its facilities. Employees are the Company's most valuable resource and for that reason, their health and safety is of paramount concern. Because of the growing concerns over the adverse impact of alcohol, drugs and controlled substances in the work place, applicants will be screened, and the Company will intervene when an employee's job performance becomes affected or when there is reasonable cause for potential adverse impact on the safe and productive conduct of our business.

POLICY

- A. The illegal use, sale or possession of narcotics, drugs or controlled substances while on the job, on company property or a company job-site will result in discharge.
- B. Illegal use of drugs off duty and off company premises is not acceptable since it can affect on-the-job performance and employee safety.
- C. Alcohol is prohibited from Company property, operations and job-sites, and use of alcohol that adversely affects an employee's job performance is not acceptable. When employees come to work unfit for duty due to suspected alcohol or drug (legal or illegal) use, they will be required to submit to alcohol/drug testing.
- D. All employees involved in or contributing to an incident or accident which involves (or potentially involves) injury or property damage will be required to submit to alcohol/drug testing.
- E. The legal use of controlled substances prescribed by a licensed physician is not prohibited, but employees in selected positions designated by the Company are required to make such use known to an appropriate Company representative.
- F. Any employee who has reason to suspect that one of his or her co-workers is intoxicated or under the influence of drugs or medications shall report this immediately to his or her supervisor.
- G. Law enforcement officials will be notified whenever suspected illegal drugs are found.

ALCOHOL, DRUG & CONTROLLED SUBSTANCE SCREEN POLICY PAGE 2

- H. In cases of confirmed illegal drug use, sale or possession on Company premises, appropriate measures may be taken to determine the scope of the problem.
- If an employee tests positive for drugs or alcohol as a result of (a) a screen following a job-related accident, (b) a screen after an employee has come to work unfit for duty due to suspected alcohol or drug (legal or illegal) use, (c) a screen after a supervisor has reasonable cause to believe that there may be a job performance, safety, productivity or attendance problem related to the use of alcohol, drugs or controlled substances, or (d) a random screen, that employee will be subject to immediate termination. An employee shall not be subject to disciplinary action if the Company determines, after discussion with the employee and/or consultation with health professionals, that a positive result is a result of medication prescribed by a licensed health professional or over-the-counter medication that is being used as directed.
- J. Violation of the Company's policy may result in disciplinary action up to and including termination except in the following situation:
 - (1) If an employee brings a drug or alcohol-related problem to the attention of RPM Performance Coatings (prior to RPM Performance Coatings being aware of the problem or the occurrence of a job-related accident) for the purpose of seeking assistance in the matter, In that instance, the employee will be required to enter a rehabilitation program as outlined below, and continued employment will depend entirely on the successful completion of that program combined with random screens for the balance of that individual's employment with RPM Performance Coatings.

PREPLACEMENT SCREENING

Individuals applying for employment with the Company will be required to submit, through a physician and/or laboratory testing facility designated by the Company, to a drug/alcohol screening test as discussed below and a pre-employment physical examination as a requirement of employment, and execute the Pre-Employment Consent (Appendix C). The applicant will be asked to provide blood, urine, saliva or other specimens to be collected for the purpose of analysis for the presence of narcotics, marijuana, alcohol and other substances. The presence of one or more of those drugs may lead to rejection from further consideration for employment unless the Company determines, after discussion with the applicant, that the positive result is a result of medication prescribed by a licensed health professional or over-the-counter medication that is being used as directed. The prescription information will be confidentially retained in a medical information file and disclosed on a need-to-know basis to appropriate health care professionals and supervisors to determine whether the individual's condition poses a safety threat that cannot be reasonably accommodated.

The applicant can refuse to submit to the drug screening test, but such refusal will constitute the voluntary withdrawal of his or her application for employment.

ALCOHOL, DRUG & CONTROLLED SUBSTANCE SCREENING POLICY PAGE 3

REHABILITATION PROGRAM

Alcoholism, drug and substance abuse are health problems for which treatment is available. Employees suffering from these <u>illnesses</u> will be given the same consideration and offer of applicable benefits assistance as is presently extended to employees with other illnesses. Insured benefit coverage will be in accordance with the provisions of our health coverage. An individual's job security will not be jeopardized because the individual is suffering from alcohol, drug or substance abuse problems, provided:

- A. The employee requests assistance by bringing the problem to the Company's attention independently, prior to discovery by the Company or the occurrence of a job-related accident, and rehabilitation proceeds satisfactorily.
- B. Job performance is, or becomes, satisfactory within a reasonable time after treatment.
- C. The employee is not otherwise in violation of any other Company policies, or work rules when seeking assistance.
- D. The employee is placed on probation for a period of six months during which time random alcohol/drug testing will be conducted.
- E. Employee signs Conditional Reinstatement Agreement, Appendix B, prior to returning to employment.

RANDOM SCREENING/SEARCHES

Random screening of an employee's urine (and blood in certain cases) for alcohol, drugs and controlled substances, and searches of personal affects, lockers, lunch boxes, etc., may be conducted to determine whether an employee is in possession of, or under the influence of, alcohol, drugs or controlled substances while on Company premises or on Company business. Compliance with the Policy, including cooperation with Company-requested alcohol and drug screening and/or search procedures is a condition of employment. The refusal by an employee to submit to such a test or search immediately upon request or fully cooperate with the test or search, without good cause, will be cause for termination. An objection to testing or search as a matter of principle or privacy will not constitute good cause. If either the search or the screening uncover evidence that the employee was in possession of or under the influence of alcohol, drugs or controlled substances, this is grounds for disciplinary action up to and including termination unless the Company determines, after discussion with the employee or consultation with appropriate professionals, that the positive result is a result of medication prescribed by a licensed health professional or over-the-counter medication that is being used as directed.

ALCOHOL, DRUG & CONTROLLED SUBSTANCE SCREENING POLICY PAGE 4

RANDOM SCREENING/SEARCHES - continued

Drug and alcohol training and testing including, but not limited to, random testing, is mandatory for all employees who are conducting or performing work or services on federal or state projects for which the bid process requires Stonhard to have a Drug Free Workplace Program.

Training and testing for Stonhard employees, again including random testing, may also be required by Stonhard customers or property owners as a condition of obtaining access to their property or in conducting or performing any work or services on their projects. In these instances, Stonhard will require random testing.

DRUG/ALCOHOL TESTING PROCEDURES

- A. Testing will be at the Company's expense at a Company-approved certified medical facility. Test results shall be released to the Company and shall be kept confidential.
- B. Search is defined as including lockers, lunch boxes, packages, personal affects from pockets or handbags, etc.
- C. Any prescription information provided to the Company will be confidentially retained in a medical information file and disclosed on a need-to-know basis to appropriate health-care professionals and supervisors to determine whether the individual's condition poses a safety threat that cannot be reasonably accommodated.
- D. For the purpose of this policy, any detectable levels of drugs, alcohol or controlled substance in the individual's system will be regarded as impairment.
- E. Employees who refuse to immediately submit to, or cooperate with, the alcohol and drug screening program will not be forcibly screened, but will be told that such screening is a condition of employment and that refusal to submit to, or cooperate with, screening, without good cause, will be grounds for discharge for insubordination. An objection to testing or search as a matter of principle or privacy will not constitute good cause.

CONSENT FOR SEARCH

| Employee Name: | |
|--|---|
| Social Security No.: | |
| | SEARCH |
| search of my personal affects, including drugs, controlled substances, and drumy clothing so that their contents may | and/or other management personnel to conduct a ng my locker, lunch box, pockets, etc., for alcohol, g paraphernalia. I will also empty the pockets in y be checked. If any such items are found, they Local authorities will be notified, if appropriate. |
| Signature: | Date: Date: |
| × . | |

AUTHORIZATION FOR BLOOD/URINE/SALIVA TEST

AND

CHAIN OF CUSTODY

Date:

I agree to have a urine, blood or saliva test to detect alcohol, drugs, or controlled substance levels. I also agree for the report of said test(s) to be released to the RPM Performance Coatings

I understand that finding evidence of alcohol, drugs, or controlled substance use will result in disciplinary action up to and including the termination of my employment.

| Signature: |
|----------------------------------|
| Date & Time: |
| Witness: |
| Specimen obtained by: |
| Date & Time: |
| Specimen received by: |
| Date & Time: |
| Specimen picked up by: |
| Date & Time: |
| Specimen received by and at: |
| Date & Time: |
| Type of Specimens: |
| Results: Positive Negative |
| Name of Medical Facility or Lab: |
| Date & Time: |

CONDITIONAL REINSTATEMENT AGREEMENT

| | ne undersigned parties hereby agree as follows: |
|-----|---|
| 1. | That (employee's name) recognizes that the Company was lenient in working with him/her due to alcohol/drug abuse related performance problems, and in allowing him/her to go through a rehabilitation program to assist in overcoming this problem. |
| 2. | That the Company will conditionally reinstate (employee's name) after he/she successfully completes his/her rehabilitation stay at (hospital/center's name). (employee's name) will be conditionally reinstated provided he/she agrees to and performs the following: |
| | *(Insert conditions of program provided by hospital or rehabilitation center) |
| | |
| 3. | If at any time in the future (employee's name) is unable to perform his/her job duties due to alcohol/drug abuse, or fails to continue his/her alcohol/drug rehabilitation program and the conditions of item 2, and as required by alcohol/drug counselor (doctor), he/she will be terminated. |
| 4. | (employee's name) understands and agrees that if he/she has to be admitted to a hospital or rehabilitation center related to alcohol and/or drug abuse again, he/she will be terminated. |
| | Date: Employee Signature |
| Con | npany Representative |
| | *Insert conditions applying to drug/alcohol rehabilitation treatment. |
| | Examples of conditions for an Alcohol Rehabilitation Program: |
| | (a) Daily use of Antabuse 250 mg g.h.s. |

- (b) A minimum of four AA meetings per week.(c) Requirements of state board for licensed personnel.

RPM PERFORMANCE COATINGS

PRE-EMPLOYMENT CONSENT

| I,, authorized conduct, through its designated physician or la screening test and a pre-employment physical employment. | |
|--|--|
| I hereby authorize blood, urine, saliva or other purpose of analysis for the presence of narcoti substances. This also authorizes release of al exam to my prospective employer. | cs, marijuana, alcohol and other |
| I further understand that the presence of one or rejection from further consideration for employs submit to the drug screening test will constitute for employment. | ment. I also understand that refusal to |
| RPM PERFORMANCE COATINGS'S STAND COMPLETELY UNDERSTOOD. AN EMPLOY INFLUENCE, INGESTING OR DISTRIBUTING SUBSTANCE ON COMPANY PROPERTY, AND BUSINESS WILL BE SUBJECT TO IMMEDIA | YEE FOUND TO BE UNDER THE S ALCOHOL OR A CONTROLLED N INSTALLATION SITE OR COMPANY |
| I certify that the facts contained in this docume my knowledge and understand that, if employe be grounds for dismissal. | |
| Witness | Signature of Applicant |
| Date | Date |

ACKNOWLEDGEMENT

| | * |
|-----------------------|---|
| l, t | nave read and understand RPM Performance Coatings |
| Alcohol, Drug & Co | ontrolled Substance Screening Policy and agree to |
| abide by the terms of | of this policy. |
| | |
| | |
| | Signed: (Employee Name) |
| 1 | Date: |

| RFQ No. 1101 14149 | RFQ No. | HOP14149 |
|--------------------|---------|----------|
|--------------------|---------|----------|

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:

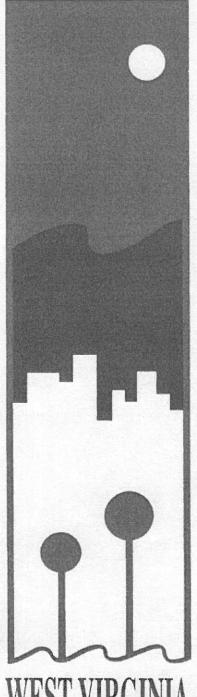
"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' or any of its political subdivisions, including any interest or additional penalties 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 exceed five percent of the total

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 SIGN | ATURE: | | | | |
|-----|--|-----------------------------|-------|--------------------|--------------------|----|
| | Vendor's Name: St | tonhard | | | | |
| 12. | Authorized Signature: | 2 | Date: | April 22 | , 2014 | |
| | State of New Jersey | | | | | |
| | County of Burlington | _, to-wit: | | | | |
| | Taken, subscribed, and sworn to before | ore me this 22 day of April | | . 20 | 14 | |
| | My Commission expires// | , 20/7. | 7 | | 4 | |
| | AFFIX SEAL HERE | GEORGAN, NOTARY PUBLIC | Than | ueer (| Luig | no |
| | 186 | E CTARY | Purch | asing Affidavit (R | evised 07/01/2012) | |



CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV020826

Classification:

MASONRY

STONCOR GROUP INC DBA STONHARD PO BOX 308 MAPLE SHADE, NJ 08052-0308

Date Issued

Expiration Date

APRIL 16, 2014

APRIL 16, 2015

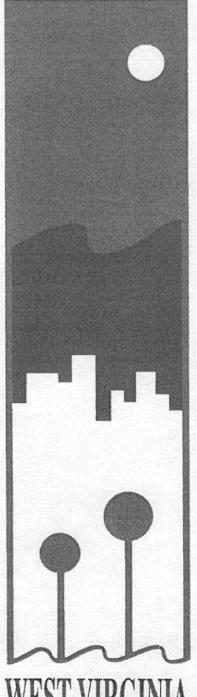
Authorized Company Signature

Chair, West Virginia Contractor

Licensing Board

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





CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV020826

Classification:

MASONRY

STONCOR GROUP INC DBA STONHARD PO BOX 308 MAPLE SHADE, NJ 08052-0308

Date Issued

Expiration Date

APRIL 16, 2014

APRIL 16, 2015

Authorized Company Signature

Chair, West Virginia Contractor

Licensing Board

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| | | | gency EQ.P.O# | |
|---|---|--|---|---|
| | BID BOND | | | |
| company of KING OF PRUSSIA, PA CT with its principal office in the City of KI of West Virginia, as Obligee, in the penal sum of FIVE PE well and truly to be made, we jointly and severally bind ours | NJ 08052,a corporation of MG OF PRUSSIA RCENT OF AMT | , as Principal, and _ organized and existing .PAs Surety, are held BID (S_5% | HARTFORD FIRE under the laws of the d and firmly bound un) for the payme | INSURANCE State of nto the State |
| The Condition of the above obligation is such the Department of Administration a certain bid or proposal, attar RESINOUS FLOORING AT HOPEMONT HOSPITA | ched hereto and ma | de a part herent to ent | to the Purchasing Se ter into a contract in w | ection of the |
| NOW THEREFORE. (a) If said bid shall be rejected, or (b) If said bid shall be accepted and the Plattached hereto and shall furnish any other bonds and insulthe agreement created by the acceptance of said bid, then to full force and effect. It is expressly understood and agreed event, exceed the penal amount of this obligation as herein. The Surety, for the value received, hereby stipulated way impaired or affected by any extension of the time with waive notice of any such extension. | rance required by the his obligation shall be that the liability of stated. | e bid or proposal, and be null and void, other the Surety for any and | shall in all other respensive this obligation shall all claims hereunder | ects perform all remain in shall, in no |
| WITNESS, the following signatures and seals of Pr Surety, or by Principal individually if Principal is an Individual | | | | |
| Principal Seal Principal Seal SI May | Groups TONHARD PORAZIONE SAL MARENNININININININININININININININININININ | APRIL D, DIVISION OF What be Pre Duly A EVEC V. D | STONCOR GROUP: ame of Principal) sident, Vize President Authorized Agent (Title) | INC |

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.

Surety Seal

HARTFORD FIRE INSURANCE COMPANY

JEFFREY E. POSTA

(Name of Surety)

Attorney-in-Fact

Consent of Surety



| The HARTFORD FIRE INSURANCE COMPANY the laws of the State of CONNECTICUE discensed to do business in the State of the contract for | a Corporation organized and existing under of New Jersey, hereby consents and agrees that |
|--|---|
| Resinous Flooring at Hopemont Hospital, Terra Alta, WV | |
| be awarded to | |
| Stonhard, Division of Stoncor Group Inc | |
| the undersigned Corporation agrees with the said . | |
| Hopemont Hospital | |
| to execute the final bond as required by the specifications and to become surely in the performance of the contract. | full amount of the contract price for the faithful |
| | |
| In witness whereof, the undersigned Corporation has caused this agreement to be significant to be significant. | |
| | |
| BY: | URANCE COMPANY ATTORNEY-IN-FACT |

HARTFORD FIRE INSURANCE COMPANY

Hartford, Connecticut

Financial Statement, June 30, 2012
(Statutory Basis)

ASSETS

LIABILITIES

| U.S. Government Bonds Bonds of Other Governments | \$ | 544,836,096 244,884,558 | Reserve for Claims and Claim Expense | \$ | 7,283,244,396 |
|--|----|----------------------------|--------------------------------------|---------|----------------|
| State, County Municipal | | | Reserve for Unearned Premiums | | 2,010,445,972 |
| Miscellaneous Bonds | | 11,873,593,290 | Reserve for Taxes, License | | |
| Stocks | | 5,572,166,497 | and Fees | | 55,092,690 |
| Short Term Investments | - | 150,051,955 | Miscellaneous Liabilities | | 2,102,384,411 |
| | \$ | 18,385,532,396 | Total Liabilities | 5 | 11,451,167,469 |
| Real Estate | \$ | 189,813,290 | Capital Paid In \$ 54,740,000 | | |
| Cash | | 74,656,724 | Surplus | | |
| Agents' Balances (Under 90 Day) | | 2,880,619,171 | | | |
| Other Invested Assets | | 540,626,951 | Surplus as regards Policyholders | \$ | 12,983,472,842 |
| Miscellaneous | | 2,363,391,779 | Total Liabilities, Capital | Manager | |
| Total Admitted Assets | \$ | 24,434,640,311 | and Surplus | \$ | 24,434,640,311 |

STATE OF CONNECTICUT
COUNTY OF HARTFORD
CITY OF HARTFORD



M. Ross Fisher, Vice President, and Wesley W. Cowling, Assistant Secretary of the Hartford Fire Insurance Company, being duly sworn, each deposes and say that the foregoing is a true and correct statement of the said company's financial condition as of June 30, 2012.

Subscribed and sworn to before me this 18th day of September, 2012.

Kathleen T. Maynard Notary Public My Commission Expires July 31, 2016

Karhleen T. Maynard

TILLING STATES

M. Ross Fisher, Vice President

1

Wesley W. Cowling, Assistant Secretary

Direct Inquirles/Claims to:

POWER OF ATTORNEY

THE HARTFORD

Bond T-4 One Hartford Plaza Hartford, Connecticut 06155 call: 888-266-3488 or fax: 860-757-5835)

| KNOW ALL PERSONS BY THESE PRESENTS THAT: | Agency Code: 44 419358 | | | | |
|--|--|--|--|--|--|
| X Hartford Fire Insurance Company, a corporation duly organized under the laws of the | State of Connecticut | | | | |
| Hartford Casualty Insurance Company, a corporation duly organized under the laws of | | | | | |
| | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut | | | | |
| | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut | | | | |
| Twin City Fire Insurance Company, a corporation duly organized under the laws of the | | | | | |
| Hartford Insurance Company of Illinois, a corporation duly organized under the laws of | | | | | |
| Hartford Insurance Company of the Midwest, a corporation duly organized under the | | | | | |
| Hartford Insurance Company of the Southeast, a corporation duly organized under t | he laws of the State of Florida | | | | |
| having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Compaup to the amount of UNLIMITED : | anles") do hereby make, constitute and appoint, | | | | |
| ISA A. POST, JEFFREY E. POST OF MEDFORD, NEW JERSEY | | | | | |

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(les) only as delineated above by \(\sum_{\text{\color:picture}} \), and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004, the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Scott Sadowsky, Assistant Secretary

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD

55,

Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly swom, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



Scott E. Paseka Notary Public

Notary Public My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 22nd 2014

Signed and sealed at the City of Hartford.

















Gary W. Stumper, Assistant Vice President