



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

**Request for
 Quotation**

RFQ NUMBER
DBSM102307

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**SHELLY MURRAY
 304-558-8801**

RFQ COPY

J M Steorts and Associates, LLC
 206 Chase Drive
 Hurricane, WV 25526

SCHOOL FOR THE DEAF & BLIND
 RECEIVING DEPARTMENT
 301 EAST MAIN STREET
 ROMNEY, WV
 26757-1894 304-822-4810

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/03/2010				

BID OPENING DATE: **06/03/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA SCHOOLS FOR THE DEAF AND BLIND, IS SOLICITING BIDS FOR RENOVATION OF THE GYMNASIUM WITH A NEW FLOOR SYSTEM PER THE ATTACHED SPECIFICATIONS.</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 05/17/2010 AT 2:00 PM IN THE ADMINISTRATION CONFERENCE ROOM. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDERS FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART</p>						

RECEIVED
 2010 JUN -3 PM 1:11
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE TELEPHONE **304-760-6020** DATE **6-3-10**

TITLE **OWNER** FEIN **26-1556382** ADDRESS CHANGES TO BE NOTED ABOVE

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

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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J.M. STEORTS & ASSOCS.

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0001	1	LS		805-60		
<p>OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN AT THE TOP OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA E-MAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 05/19/2010 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>GYMNASIUM FLOORING</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p>						

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<p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 50 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR HAMPSHIRE COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE</p>						

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<p>COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND,</p>						

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J.M. STEORTS

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<p>IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p>						

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<p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p>						

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MODIFY TODAY

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<p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 .. 5-24-10</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY 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.</p> <p>.....SIGNATURE J. M. STEORTS & ASSOCIATES COMPANY 6-3-10.....DATE</p> <p>REV. 11/96</p>						

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CONTRACTORS LICENSE						
<p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: J.M. STEORTS & ASSOC.</p> <p>CONTRACTORS LICENSE NO.: WV043449</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS</p>						

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BID OPENING DATE: **06/03/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: SHELLY MURRAY</p> <p>REQ. NO.: DBSM102307</p> <p>BID OPENING DATE: 06/03/2010</p> <p>BID OPENING TIME: 1:30 PM</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE 	TELEPHONE 304-760-6020	DATE 6-3-10	
TITLE OWNER	FAX 26-1556382	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, 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

**Request for
 Quotation**

RFQ NUMBER:
DBSM102307

PAGE:
10

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**SHELLY MURRAY
 304-558-8801**

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
J.M. STEORTS & ASSOCS.

SHIP TO

**SCHOOL FOR THE DEAF & BLIND
 RECEIVING DEPARTMENT
 301 EAST MAIN STREET
 ROMNEY, WV
 26757-1894 304-822-4810**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/03/2010				

BID OPENING DATE: **06/03/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304-760-6019						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: MARK TURLEY						
***** THIS IS THE END OF RFQ DBSM102307 ***** TOTAL:						\$ 78,940.00
VOLUNTARY ALTERNATE: 3/4" SOLID MAPLE IN LIEU OF 1/2 TR. FINGER JOINTED. AS SPECIFIED ALL ELSE IS EQUAL TO SPECIFICATIONS WITH DIN CERTIFICATION AS REQUIRED, LITERATURE AND SPEC DATA ATTACHED AS REQUIRED BY GENERAL TERMS & CONDITIONS VOLUNTARY ALTERNATE TOTAL \$ 72,460.00						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE:  TELEPHONE: **304-760-6020** DATE: **6-3-10**

TITLE: **OWNER** FEIN: **26-1556382** ADDRESS CHANGES TO BE NOTED ABOVE

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

DBSM102307**GYM FLOOR****Scope**

The West Virginia School for the Deaf and Blind will be renovating the gymnasium with a new floor system. The wood floor will be installed over the existing polyurethane floor.

Prebid

There is a mandatory prebid meeting to discuss the overall project including the lining design and paint colors. All final measurements will be the responsibility of the contractor.

Specs

The new floor is to be composed of wood. Maple must be used as the exposed material. The selection of the quality and color must be 2nd or better (see Exhibit 1). The floor system must meet or exceed all 6 criteria of DIN* 18032 Part II. A DIN certification table can be found within the specifications and follows the warranty information. Manufacturer shall be an established firm experienced in field and have been in business for a minimum of ten years. The flooring contractor shall be a firm experienced in flooring field and approved by the manufacture. The contractor installing the floor system must have completed three projects of similar magnitude and complexity.

The floor is approximately 6301 total square feet. The length of the gymnasium is 92'-3" feet and the width is 68'-1" feet. The dimensions of each threshold are: (a) 2'-8" x 1'-4", (b) 6'-0" x 1'-5", (c) 0'-2" x 6'-0" and (d) 6'-7" x 1'-1". The 20 total square feet of the threshold are accounted for in the overall total square feet.

Procedure

The black cove base mold must be removed. The original urethane floor must be cleaned and inspected for debris prior to installation. The floor will be placed over the existing Urethane flooring. No vapor barrier will be needed. Any inconsistent height variants shall be taken care of at that time. If any spot is deemed low, the floor must be brought to level with rubberized polyurethane. After a final inspection the floor can be installed. The contractor is responsible to ensure slab is clean and free of all

dirt and debris prior to floor installation beginning. Flooring material must be brought to room temperature and humidity before installation.

The two volleyball pole sleeves will have to be raised or modified for the new floor height. The floor will also need to new covers installed for covering the holes where poles are located. If the existing sleeves are deemed suitable, there must be a shim made in the bottom of the sleeve so the pole and net height does not change. The shim must be the same thickness as the floor so the height will not be altered. The caps for the sleeves must be flush mounted.

The floor must be tied into three double doors and one single door. There must be an ADA approved aluminum threshold in each doorway. The threshold must not obstruct the swing and proper closure of all doors. There are several pipes the floor will be installed around (see Figure 1a). No chases are to be installed. The existing pipe cover will stay in contact and the floor will be modified according to each pipe size. A new cove base mold must be reinstalled in navy blue color. The molded vinyl cove base mold must be 4" wide and in a continuous roll. The mold will be attached with an industrial adhesive.

The wear layer must be screened (lightly sanded) and recoated with two additional coats of clear polyurethane following the game line applications. The game lines will consist of National High School Federation basketball and volleyball lines. There also must be 30 tick marks for goal-ball lines reference points. The lining design is attached in figure 1b is the basketball lines, figure 1c is the volleyball lines and figure 1d is the tick mark placement for the goal ball court. The tickmarks must be circular dots that are 1 ½" in diameter. The lining designed will be discussed at the mandatory prebid meeting including the color scheme.

The paint of the out of bounds area must be a navy blue that matches the schools colors. Under the two main basketball hoops, there must be the WVSD&B logo in white letters. The two lanes and center circle must be painted a translucent yellow. The wood grain must be able to be seen through the paint. There must be four – 12" x 2" navy blue lines for the foul line markers for each of the side basketball hoops.

Deadline

The West Virginia Schools for the Deaf and Blind will ensure that the gymnasium will be clear of any obstructions (Bleachers) prior to the commencement of work. The installation must be completed with 50 calendar days from the Notice to Proceed.

Warranty

There must be a 5 year minimum warranty on materials and workmanship.

*D.I.N is an international, universal testing standard that established performance requirement among sports surfaces. Below are the minimum test ratings for D.I.N. Standard 18032 Part II

Requirements for DIN Standard 18032 Part II (1991)

	AreaElastic	PointElastic	Combination
Force Reduction (min)	53%	51%	58%
Ball Rebound (min)	90%	90%	90%
Vertical Deformation (mm)	2.3min	3.0 max	3.0 min 5.0 max
Area Indentation (max)	15 %	-	5 %
Direction I	No Limit	No Limit	No Limit
Direction II	No Limit	No Limit	No Limit
Rolling Load	1500 N	1000 N	1500 N
Slip Resistance	0.5 min 0.7 max	0.5 min 0.7 max	0.5 min 0.7 max

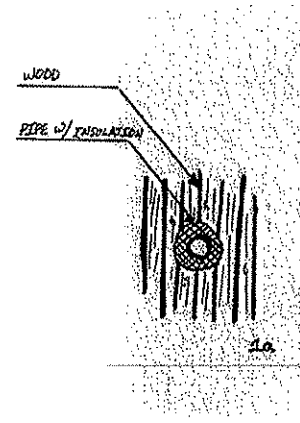
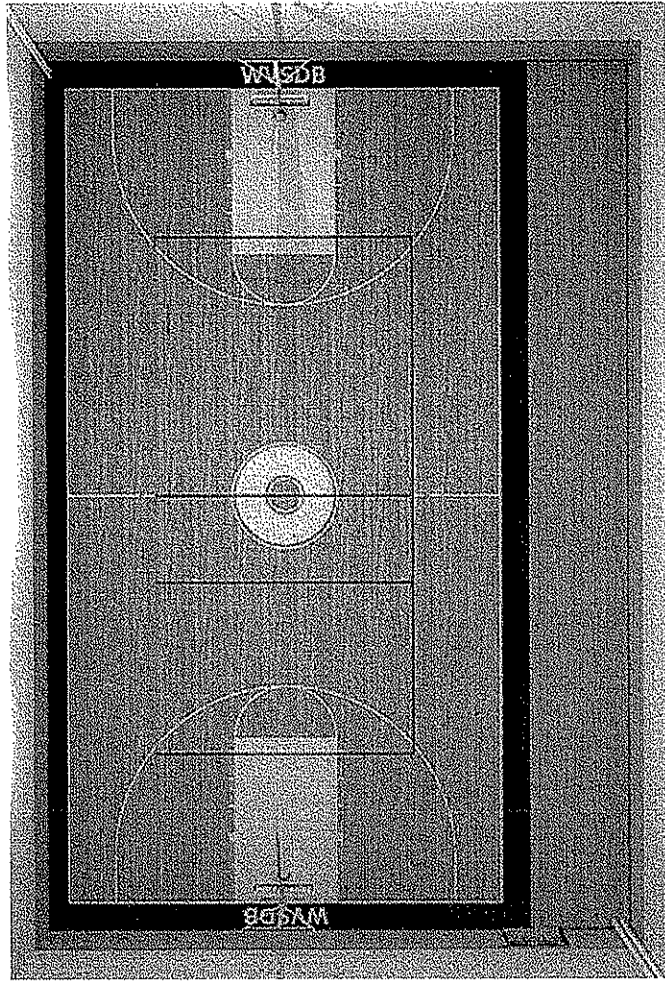
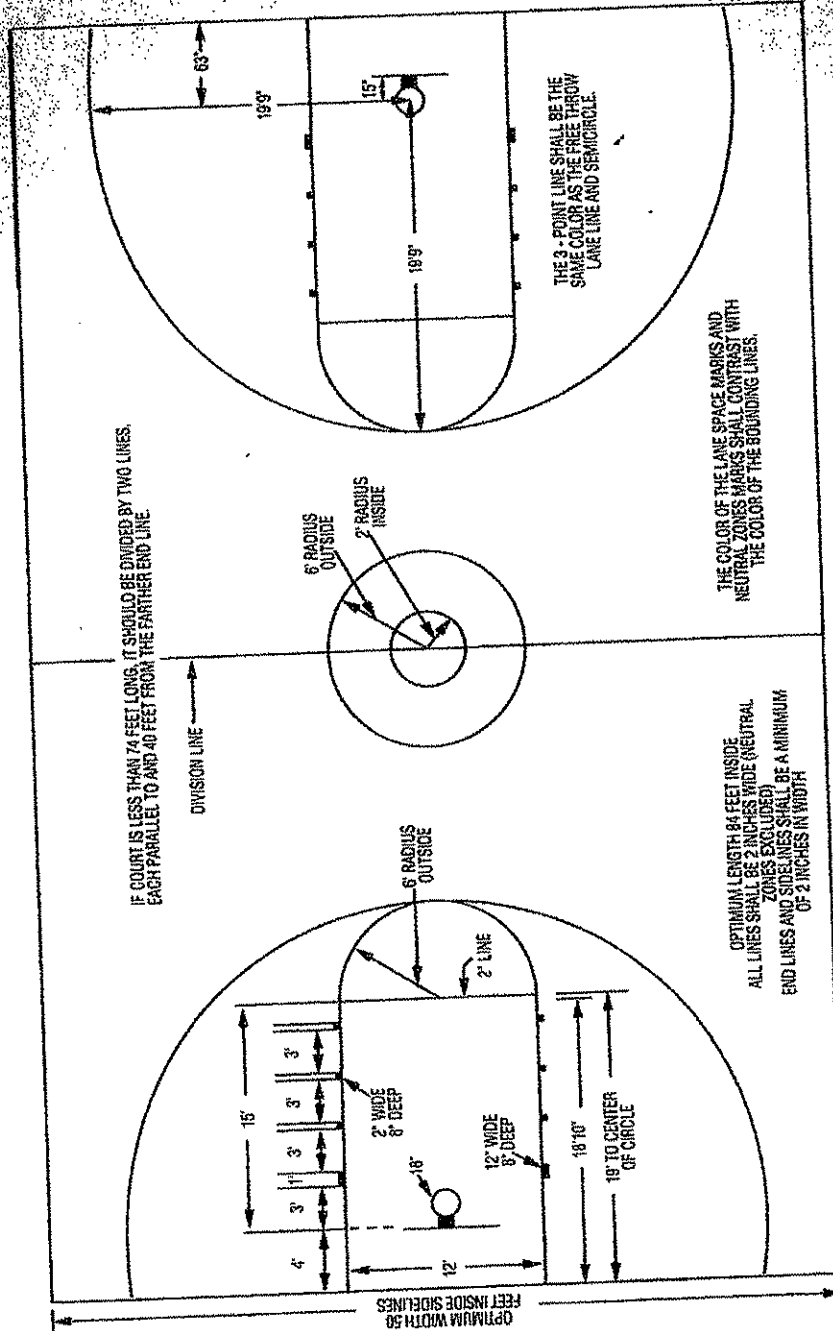


Figure 1-B

Basketball - 1b



ADD FOUL LINE STRIPE FOR SIDE COURTS.

Figure 1-C

Volleyball - 1c

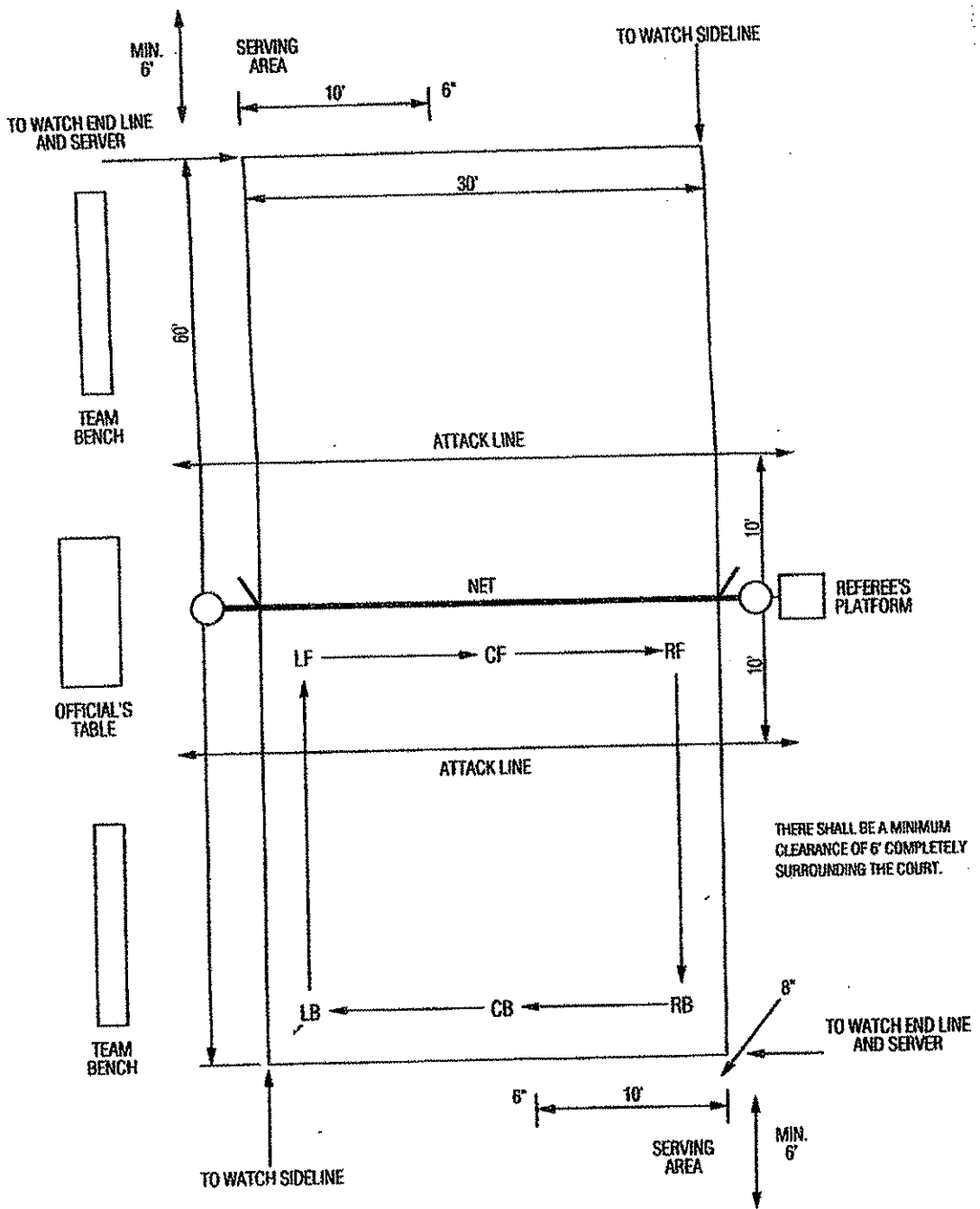


Figure 1-D

Goal Ball -1d

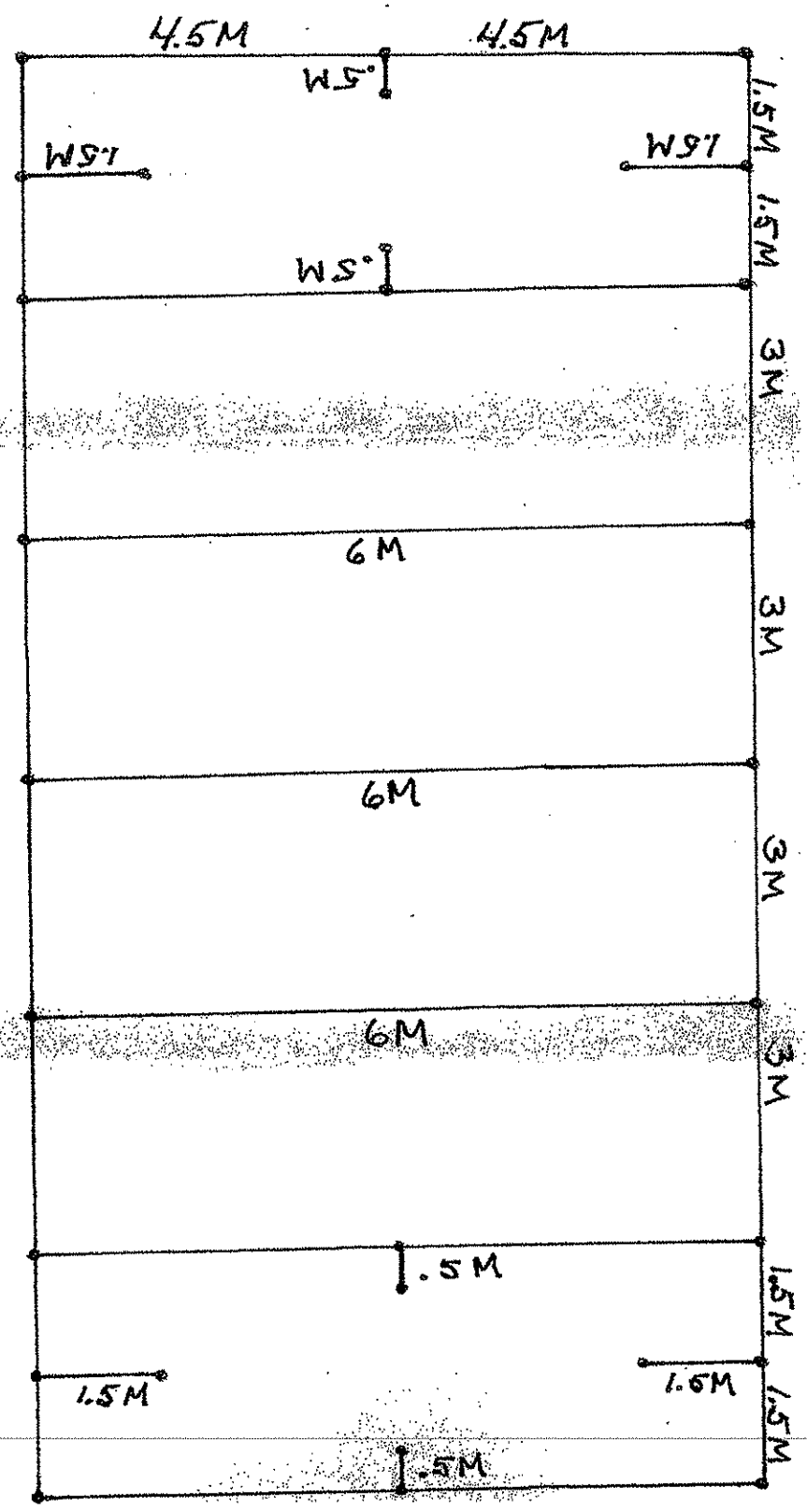
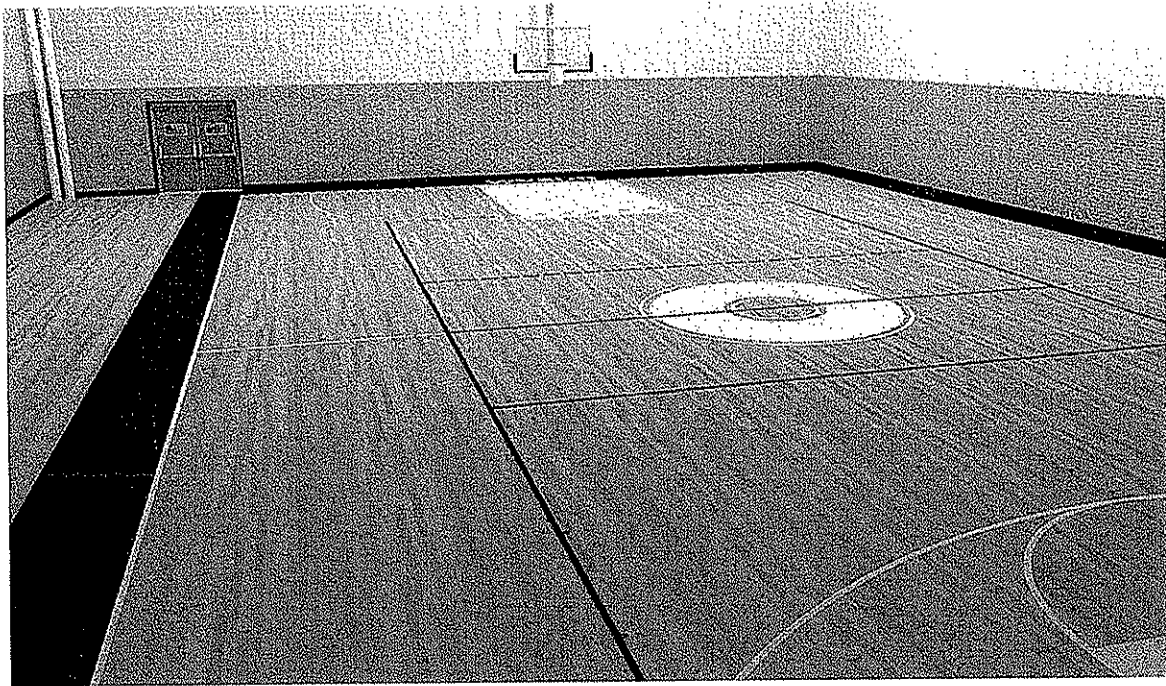


Figure 1-E



FINGER JOINTED (FJ) MAPLE FLOORING

GENERAL RULES

Moisture Control

We recommend maintenance of 6 percent to 9 percent average moisture content following manufacture. Upon receipt of shipment, proper moisture controls must be exercised to maintain proper moisture content.

Edge-Grain Flooring

Edge-grain hardwood flooring is specially selected and consists of pieces in which the annual rings range from 30 degrees horizontal to 90 degrees vertical.

Since hard maple is generally produced from lumber sawn out of relatively small logs with varying knurls, resulting in considerable variation in a single piece, flooring shall be considered to be all edge-grain if 75 percent of each piece falls within the above-mentioned range.

Kiln Drying

Flooring shall not be considered of specified grade unless the lumber from which the MFMA-FJ flooring is manufactured has been properly kiln-dried.

End Matching

All MFMA-FJ flooring shall be end-matched unless otherwise specified.

Beech and Birch Flooring

These rules also apply to beech (*Fagus grandifolia*) and birch (*Betula alleghaniensis*) flooring.

PRODUCT CLASSIFICATION

Finger Jointed Flooring

MFMA-FJ finger-jointed flooring shall include products comprised of one or more individual board segments attached end to end using a series of interlocking fingers and adhesive. Standard MFMA-FJ finger-jointed flooring shall conform to the following MFMA finger-jointed flooring grading requirements:

Finger Joint Design

The finger-joint design shall result in a strength that will insure the product's integrity of its intended use, prior to, during and following installation. It shall produce an appearance that resembles a typical square end joint prior to and following subsequent sandings.

End Segment Criteria

End segments shall be 6" minimum length, except in MFMA-FJ Third Grade Northern Hard Maple flooring, where 4" minimum length shall be allowed.

Segment Length Guidelines

Segment length requirements are based on average number of segments per lineal foot of flooring. Segment count shall always include end segments. Maximum number of segments in MFMA-FJ flooring is .65 segments per lineal foot of flooring averaged over 5,000 lineal feet (average pallet size) of flooring.

Example: The permitted number of segments in 5,000 lineal feet of flooring shall be .65 x 5,000 or 3,250 segments.

In MFMA-FJ Third and Better Northern Hard Maple and MFMA-FJ Third Grade Northern Hard Maple, the maximum number of segments is .80 segments per lineal foot of flooring averaged over 5,000 lineal feet of flooring.

HOW TO SPECIFY MFMA-FJ (FINGER JOINTED) NORTHERN HARD MAPLE FLOORING

MFMA-FJ (Finger Jointed) strip flooring is specified in the same manner as MFMA-RL (Random Length) and MFMA-PQ (Parquet) Northern Hard Maple flooring. For example, when ordering, requesting or specifying MFMA-FJ (Finger Jointed) strip flooring, specify as "MFMA-FJ" and list the grade, required species, and thickness. A typical specification should appear as follows:

2.1 Materials

A. Flooring shall be MFMA-FJ First Grade Northern Hard Maple, 25/32" thick x 2-1/4" wide; T & G and EM; grade marked and stamped as produced by an MFMA member manufacturer.

MFMA-FJ (FINGER JOINTED) NORTHERN HARD MAPLE FLOORING GRADING RULES

MFMA - FJ (Finger Jointed) First Grade Northern Hard Maple

The highest standard MFMA grade is hand selected to minimize the natural character variations of the species.

This grade of MFMA-FJ Northern Hard Maple combines appearance and durability and has a face free of defects that will materially mar the appearance of the finished floor or impair its durability. A practical application of this rule will admit variations in the natural color of the wood; an occasional small, firm pin knot not over 1/8" in diameter, provided it does not occur on edges or ends of strips; occasional dark green or black spots or streaks not over 1/4" wide and 3" long (or its equivalent) which may contain a slight check not over 1/2" long, providing it is boxed within the piece; bird's-eyes and small burls; a slightly torn grain; or similar defect which can be readily removed by the ordinary method of smoothing the floor when it is laid.

Bark streaks shall not be permitted. A slightly shallow place not over 12" long on the underside of flooring, if it does not extend to either end of the piece, and an otherwise perfect tongue which is one-half short for 25 percent of length of piece, are admissible, but the face must be free of shake, and the wood must be live and sound.

MFMA-FJ (Finger Jointed) Second and Better Grade Northern Hard Maple

The most commonly specified flooring, this grade exhibits more natural variations than first grade.

This grade admits tight, sound knots, provided they do not occur on edges or ends of strips; distinct color variations; numerous dark green or black spots or streaks - provided they do not occur in combination with predominately dark heartwood; slight checks not exceeding 3" in length and running parallel with and well inside the edges and ends of the strip; dark spots or streaks with slight checks in center; small rough spots which cannot be wholly removed by the ordinary method of smoothing the floor when it is laid; slightly torn edges; short tongue if sufficient to hold properly in the floor; shallow or waney back if piece has sufficient bearings of full thickness to support it in the floor;

and slight variation in angle of end matching. With the use of some finishes, light sticker shadow and color variations may appear. While these and similar features are admissible, sufficient attention is given to appearance to make this grade desirable and satisfactory for use in stores, schools, factories, and similar places where superficial defects and blemishes are not a real factor of consideration. The face must be free of shake, and the wood must be live and sound. Bark streaks shall not be permitted.

MFMA-FJ (Finger Jointed) Third and Better Grade Northern Hard Maple

This grade of MFMA-FJ maple is comprised of a mixture of all other grades of MFMA-FJ Northern Hard Maple. The lowest grade admissible shall not be less than MFMA-FJ Third Grade Northern Hard Maple. MFMA-FJ Third and Better Northern Hard Maple is suited for nearly any application where variations in appearance are not an aesthetic concern. This grade can be produced as a mill run product provided it contains a minimum of 60 percent MFMA-FJ Second and Better Northern Hard Maple; however it can also be produced by mixing 60 percent MFMA-FJ Second and Better Northern Hard Maple and 40 percent MFMA-FJ Third Grade Northern Hard Maple. This grade allows defects as described in other grades of MFMA-FJ Northern Hard Maple flooring.

MFMA-FJ (Finger Jointed) Third Grade Northern Hard Maple

This grade has the same structural integrity as first and second and better and exhibits more natural variation than either grade. This grade is ideally suited for the value engineered application.

This grade may contain all defects common to maple, but the wood must be firm and serviceable. It will not admit voids on edges or ends, or knot holes over 3/8" in diameter; partially unsound knots where the unsound portion is over 1" in diameter; or shakes, heart checks, badly split ends and imperfections in manufacture which materially impair the serviceability of the flooring for the purpose intended.

MFMA-FJ (Finger Jointed) Utility Grade Northern Hard Maple

This grade of MFMA-FJ maple may contain all defects common to maple, but the wood must be firm and serviceable. MFMA-FJ Utility Grade Northern Hard Maple will not admit voids on edges or ends, or knot holes over 3/8" in diameter; partially unsound knots where the unsound portion is over 1" in diameter; or shakes, heart checks, badly split ends and imperfections in manufacture which materially impair the serviceability of the flooring for the purpose intended. Individual segments in this grade have no minimum length requirements.

RULES GOVERNING REINSPECTION

Even the most experienced inspectors will occasionally misgrade some pieces. Therefore:

Shipments shall be considered to be the grade invoiced if, upon inspection by an official inspector of the Maple Flooring Manufacturers Association, 95 percent or more, in feet, is found to be of grade invoiced. Where the degrades are in excess of 5 percent, in feet, of the shipment, the degrades in excess of the 5 percent shall be the property of the manufacturer of the flooring.

The quality of the flooring in the condition in which it leaves the manufacturer is held to govern the grade, as subsequent lack of care and improper treatment in laying, sanding or finishing are not chargeable to the manufacturer.

In the event that the amount below grade is found to be 5 percent or less, in feet, of the total amount of the item, the cost of reinspection shall be borne by the complainant. If more than 5 percent in feet, the expense shall be borne by the manufacturer of the flooring.

For dispute resolution contact MFMA. Specific "Guidelines for Reinspection" are available upon request. In any dispute involving the grade of the flooring material where an MFMA reinspection is requested, the determination of the MFMA inspector shall prevail.

SIZES OF MFMA-FJ (FINGER JOINTED) NORTHERN HARD MAPLE FLOORING

Tongued and Grooved Flooring

Thicknesses

1/2"	13 mm
25/32"	20 mm
33/32"	26 mm

Face Widths

1-1/2"	38 mm
2-1/4"	57 mm
3-1/4"	83 mm

FIRST GRADE

Graded to meet or exceed MFMA-FJ and random length First Grade Maple. This is the clearest and most uniform in appearance. Practically free of all defects. Slight shadows and color variations may occur with the use of some finishes.

2ND & BETTER

Graded to meet or exceed MFMA-FJ and random length 2ND & Better Grade Maple. More variation in color than the first grade. Clear or white boards can be mixed with amber ones. Slight streaks and knots are permitted.

3RD & BETTER

This grade is comprised of a mixture of all the other grades of MFMA-FJ and random length Northern Hard Maple. Robbins 3RD & Better is hand selected for color, character and appearance.

3RD GRADE

Graded to meet or exceed MFMA-FJ and random length 3RD Grade Maple. This grade presents a greater variation in color and contrast, accentuates the wood grain and enhances design options, including the Boston Square option.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, J. M. Steorts & Associates, LLC
of Hurricane, WV, as Principal, and United States Surety Company
of Timonium, MD, a corporation organized and existing under the laws of the State of
MD with its principal office in the City of Timonium, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) 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
DBSM102307 Gymnasium Flooring - According to Plans & Specifications

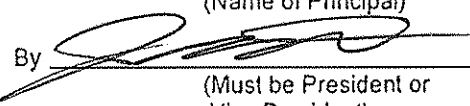
NOW THEREFORE,

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

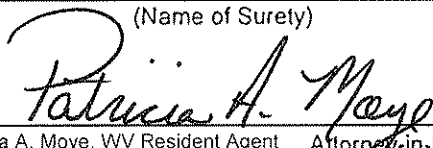
The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
3rd day of June, 2010.

Principal Corporate Seal

J. M. Steorts & Associates, LLC
(Name of Principal)
By 
(Must be President or
Vice President)
Jason M. Steorts Managing Member
(Title)

Surety Corporate Seal

United States Surety Company
(Name of Surety)
By: 
Patricia A. Moye, WV Resident Agent Attorney-in-Fact

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

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation, and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint: Gregory T. Gordon, Larry D. Kerr, Allan L. McVey, Patricia A. Moye, Kimberly J. Wilkinson

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of July, 2008.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY
Corporate Seals



By:

[Signature]
Peter W. Carman, Vice President

State of Maryland
County of Baltimore SS:

On this 4th day of December, 2008, before me, Jean Grzymala, a notary public, personally appeared Peter W. Carman, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct. WITNESS my hand and official seal.



Signature *[Signature]*
My commission expires the 15th day of December, 2012

I, Carol T. Nevin, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Baltimore, Maryland this 3rd day of June, 2010.

Corporate Seals

[Signature]
Carol T. Nevin, Assistant Secretary





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

STATE OF WEST VIRGINIA

COUNTY OF PUTNAM, TO-WIT:

I, JASON STEORTS, after being first duly sworn, depose and state as follows:

- 1. I am an employee of J.M. STEORTS & ASSOCIATES; and,
(Company Name)
- 2. I do hereby attest that J.M. STEORTS & ASSOCIATES
(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.

J.M. STEORTS & ASSOCIATES
(Company Name)

By: [Signature]

Title: OWNER

Date: 6-3-10

Taken, subscribed and sworn to before me this 25 day of MAY, 2010

By Commission expires 4-15-2014



[Signature]
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

RFQ No. DBSM102307

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: J.M. STEORTS & ASSOCIATES

Authorized Signature: [Signature] Date: 6-3-10

State of W.V.A.

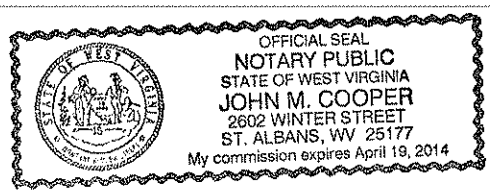
County of PUTNAM, to-wit:

Taken, subscribed, and sworn to before me this 25 day of MAY, 2010.

My Commission expires 4-19, 2014.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

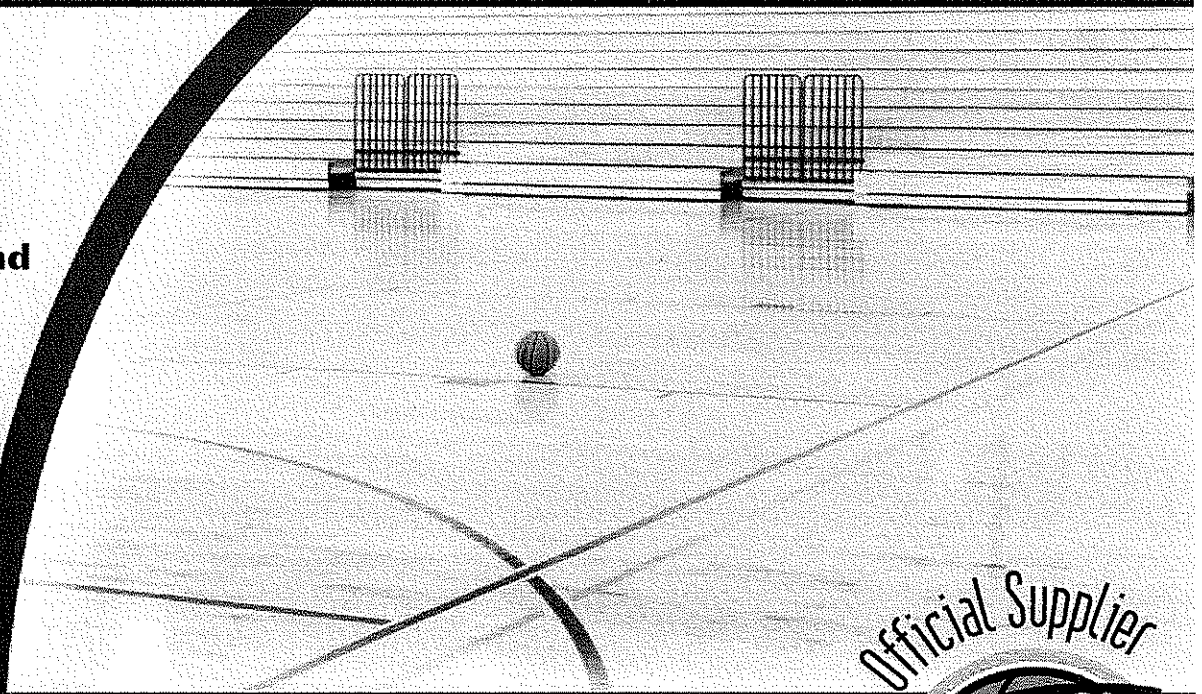


A Traditional Floating Sport Floor System.

AacerCush II

AacerCush II

A traditional and widely used floating sport floor system.



AacerCush II is one of the most widely accepted athletic floor systems because it reduces injuries and improves athletic performance. Known for its increased structural integrity, AacerCush II is ideal for field houses, gymnasiums, multipurpose rooms and dance floors.



FLOORS THAT PERFORM

ALTERNATE PROPOSAL INFORMATION

J M Steorts and Associates, LLC
206 Chase Drive
Hurricane, WV 25526

AacerCush II

A Widely Used and Economical System.



Marinette High School
24,000 sq. ft.
AacerCush II

Features Include:

- Increased structural integrity
- Increased shock absorbcency/energy return
- Improved athletic performance
- Reduces injuries
- Economical and Versatile
- Ideal for field houses, combination synthetic and wood facilities, gymnasiums, dance floors, stages or multipurpose rooms

Part I – GENERAL

A. A floating sport floor consisting of vapor barrier, 2 layers of underlayment, resilient pads and Aacer maple flooring.

1. The concrete slab depression for 25/32" thick maple flooring with AacerCush II system shall be 2-1/8".

B. See general specifications on page 4.

Part II – PRODUCTS

2.1 – Materials

A. Vapor barrier shall be 6-mil polyethylene.

B. Resilient Subfloor Pads
Aacer 3/8" x 2-1/4" x 3" AacerCush Resilient Pad.

Options: Foam Blanket 1/4" & 1/2";
Aacer 7/16" EcoDin Pad.

C. Subfloor

1. Plywood – 2 layers of 15/32" x 4' x 8' APA rated sheathing with an exposure rating of 1.

2. Subfloor fasteners shall be 1" coated staples or nails.

D. Flooring – Aacer Maple
25/32" x 2-1/4" 2nd & Better Grade Northern Hard Maple flooring tongued, grooved and end-matched as manufactured by Aacer Flooring, LLC. Flooring will be graded, marked and stamped in accordance with the standards established by the Maple Flooring Manufacturers Association (MFMA).

Options:

Sizes – 25/32" x 1-1/2" or 2-1/2";
33/32" x 1-1/2"; and 33/32" x 2-1/4"

Grades – First Grade and Third Grade

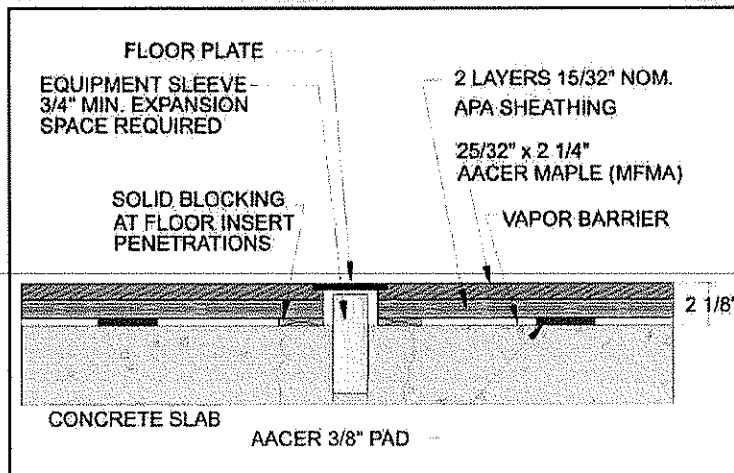
E. Flooring fasteners shall be 2" barbed cleats.

F. Wall base shall be 3" x 4" molded vent cove base with premolded corners.

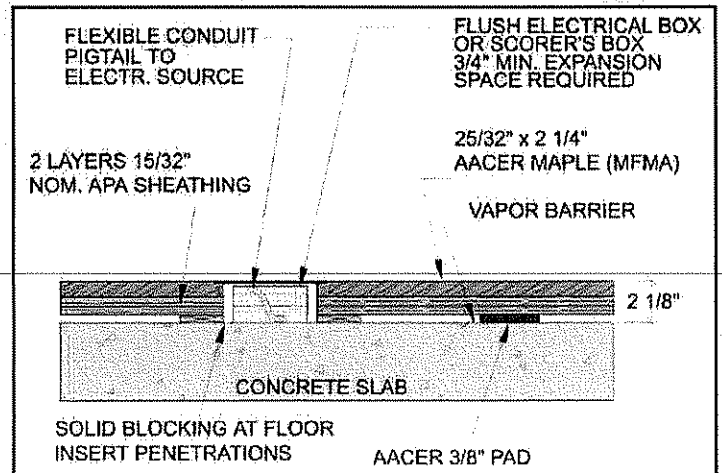
For complete details see Aacer shop drawings at www.aacerflooring.com

Aacer

Insert Detail



Electrical Box Detail



Part III – EXECUTION

3.1 – Pre-Installation Inspection

- A. Floor installer shall verify slab tolerance of concrete and report any corrections to General Contractor and Architect in writing. Room shall be broom cleaned and free of any foreign material.
- B. Floor installer shall document site and working conditions prior to and during installation. This documentation shall become a part of any warranty and may or may not affect fulfillment of any warranty.

3.2 – Installation

- A. Cover entire slab with 6-mil polyethylene, sealing and lapping joints a minimum of 6".
- B. Subfloor
 1. Resilient pads shall be attached to first plywood layer 12" O.C. (32 per sheet) and 6" from plywood edges on all sides. Install first layer of plywood with pads facing down perpendicular to the orientation of the long dimension of the maple flooring and breaking rows by 4'. Allow 1/4" spacing between sheets.

2. The second layer of subfloor material shall be laid diagonally at 45° over the first layer with 1/4" spacing on all edges, breaking rows at 4'. Second layer shall be attached using 1" coated staples, or equivalent, at a minimum of 12" O.C.

Option:

Both layers of plywood may be laid at 45° angles (criss cross fashion) to finish flooring.

C. Aacer Maple Flooring

1. Install Aacer maple flooring parallel with the long dimension of room. Flooring shall be power nailed every 10" to 12" O.C. with all end joints properly driven tight.
2. Expansion joints may be required between flooring strips intermittently throughout the floor. Requirements will be determined by site and geographical conditions.
3. Provide a minimum 1-1/2" expansion void at all walls and permanent obstructions.

3.3 – Floor Sanding

- A. Machine sand entire floor with multiple grit papers to a smooth and uniform surface, free from edger marks and drum drops.

- B. Remove all sanding dust and lint from entire surface by vacuum and/or tack.

3.4 – Finishing and Gamelines

- A. Inspect entire floor to be sure surface is ready to accept seal/finish. Floor should be free from dust and debris.
- B. Apply seal per manufacturer's label instructions.
- C. Floor shall be buffed, cleaned and tacked between coats.
- D. Gamelines – apply game lines and logos as indicated by drawings. Paint shall be compatible with finish.
- E. Apply finish per manufacturer's label instructions.

3.5 – Base Installation

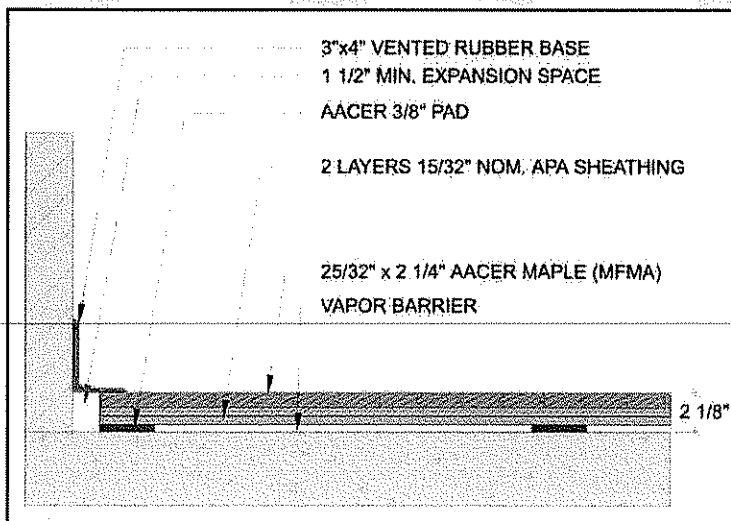
Install vent cove base with cove base adhesive and/or mechanical attachment to walls. Use pre-molded outside corners and mitered inside corners.

3.6 – Documentation

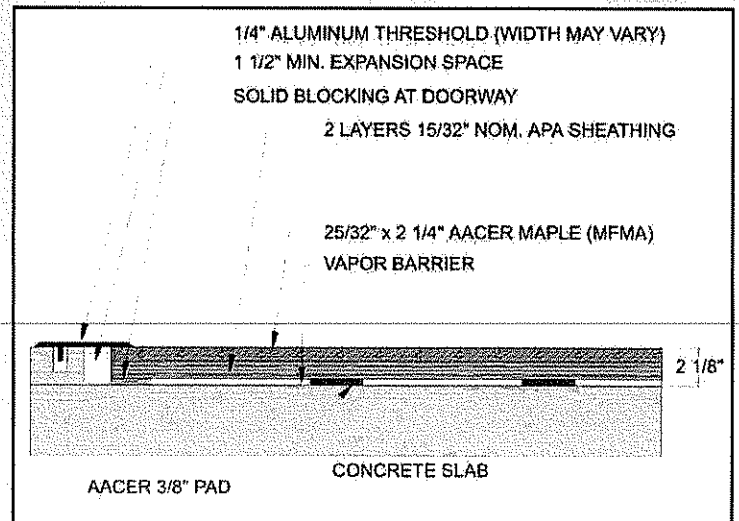
Provide job condition documentation to owner with any warranties.

Cush II

Wall Based Detail



Threshold Detail



Part I – General Specifications

These specifications provide strict guidelines that must be adhered to for proper installation and performance of the materials supplied by Acer Flooring, LLC.

1.1 – Description

A. Related Work

1. Concrete Substrate – Section 03300
 - a. The concrete contractor shall furnish and install the concrete substrate depressing the slab in relation to surrounding areas in order to accommodate the floor system. The slab shall be smooth troweled and finished to a tolerance of 1/8" in a 10' radius. High spots shall be ground and low spots shall be filled with an approved leveling compound by the concrete contractors to meet the full approval of the floor installer.
2. Waterproofing Membrane – Section 07100
 - a. Concrete subfloor at or below grade shall be adequately vapor-proofed and/or waterproofed beneath the slab and at the perimeter of below grade walls by the general contractor using a suitable type membrane.
3. Thresholds – Section 08700
 - a. Thresholds or transitional entryways shall be designed and installed to adequately accommodate the expansion and contraction of the wood floor system. Thresholds and transitionways shall be installed by the flooring contractor.
4. Game Standard Inserts – Section 11500

1.2 – References

- A. MFMA Maple Flooring Manufacturers Association

1.3 – Quality Assurance

- A. Manufacturer – Manufacturer of athletic flooring shall be Acer Flooring, LLC
- B. Flooring Contractor/Installer – The installation of the floor system described in these specifications shall be completed by a firm familiar with the requirements of the system specified and fully experienced in procedures required for installing athletic flooring manufactured by Acer Flooring, LLC.

1.4 – Submittals

- A. Submit Acer Flooring, LLC specification sheets and shop drawings as required.
- B. Samples – submit the required number of samples of the specified System as requested by the owner/architect.
- C. Maintenance Guidelines – upon completion of floor send the Acer Floor Maintenance Guide to the owner. This guide will explain the Proper HVAC and building maintenance requirements as well as floor cleaning and servicing guidelines to assure proper floor performance and longevity.

1.5 – Working Conditions

- A. The wood flooring and its components specified herein shall not be delivered or installed until all wet trades and overhead work is completed. This includes all masonry, painting, plaster, tile, marble and terrazzo, as well as all overhead mechanical trades. The building shall be fully enclosed and weather tight and all permanent windows and doorways shall be installed. Permanent heating and air conditioning shall be installed and working in accordance with building occupation requirements.
- B. The concrete substrate shall be determined fully cured by industry standards. It shall be free of all foreign materials and broom clean when turned over to the floor installer. Permanent HVAC units for the building shall have been operating a minimum of one week prior to floor installation start up.
- C. During and after installation, building HVAC and lighting systems shall maintain a temperature and humidity range compatible with the expected high and low moisture content range of the flooring. The floor installer, based on the building's HVAC control and geographical situation, shall determine this range.
- D. Flooring must be stored on site in a dry, well-ventilated area while acclimating to site conditions. Moisture content of wood shall be consistent with the ambient conditions of the building as it will be maintained when occupied.

1.6 – Warranty and Disclaimer

- A. Acer Flooring, LLC, Peshtigo, WI, hereby warrants the materials, it has supplied to be free from manufacturing defects for a period of one year. THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- B. This warranty is limited to the materials manufactured by and supplied by Acer Flooring, LLC. THIS WARRANTY EXCLUDES ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES and, in the event of breach, Acer Flooring, LLC's sole liability and your exclusive remedies will be limited to repair or replacement of material and components supplied by Acer Flooring, LLC and proven to be defective by the manufacturing process.
- C. During the warranty period, the floor shall not be recoated without the approval of the flooring contractor.
- D. The jobsite documentation forms by the flooring contractor shall become a part of the warranty and both the owner and flooring contractor shall retain record of said forms as a permanent reference for any abrogation.
- E. Flooring contractor warrants the installation of the floor systems to be free from defects in materials and workmanship for a period of one year.
- F. It is the policy of Acer Flooring to continuously improve its line of products. Therefore, Acer Flooring reserves the right to change, modify or discontinue systems, specifications and accessories of all products at any time without notice or obligation to purchaser.

revised 01/08



P.O. Box 151 • 970 Ogden Rd. • Peshtigo, WI 54157
Toll-Free 877-582-1181 • Fax: 715-582-1182 • www.acerflooring.com



Performance
Tested



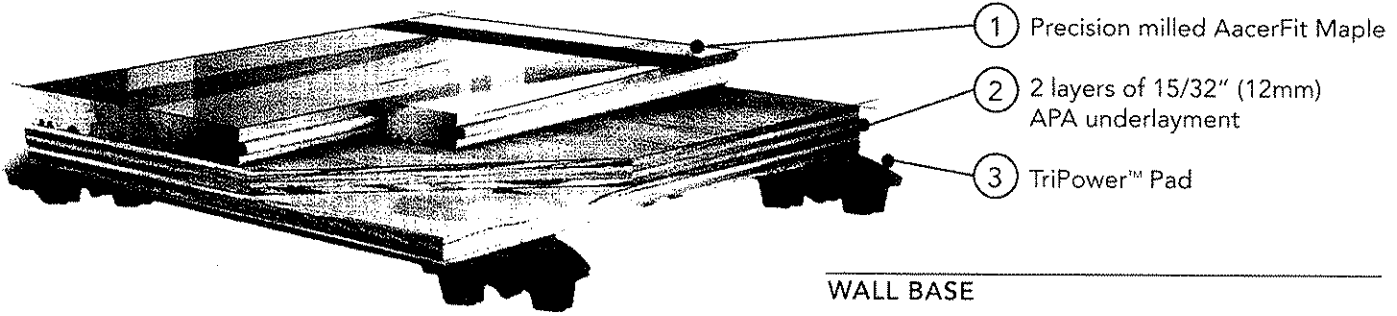
FLOATING



J M Steorts and Associates, LLC
206 Chase Drive
Hurricane, WV 25526

AacerFlex™

AacerFlex™ incorporates precision engineered pads that integrates load bearing ability with enhanced athletic performance. AacerFlex can be specified for multipurpose rooms, competitive sports applications and dance/aerobics. Available in AacerFlex™, AacerFlex™ TP, and AacerFlex™ EN-DIN with P3 Pads and EcoDin Pads.



- ① Precision milled AacerFit Maple
- ② 2 layers of 15/32" (12mm) APA underlayment
- ③ TriPower™ Pad

Certified



Green Status
LEEDS Contributors



FSC Maple - MRc7
FSC SubFloor Components - MRc7
EQ - 4.2
Regional materials MRc5.1 & 5.2

Optional Versions

Aerobics and dance
50 duro blue, 60 duro orange, 70 duro red
AacerFlex, P3, EcoDin

Resiliency

Aacer TriPower Pad

Slab Depression

3/4" (20mm) TriPower Pad, P3, AacerFlex
25/32" (20mm) flooring - 2 1/2" (64mm)
33/32" (26mm) flooring - 2 3/4" (70mm)

7/16" (11mm) EcoDin Pad
25/32" (20mm) flooring - 2 1/8" (55mm)
33/32" (26mm) flooring - 2 7/8" (73mm)

Subfloor Construction

Plywood

System Type

Floating System

Testing Laboratory



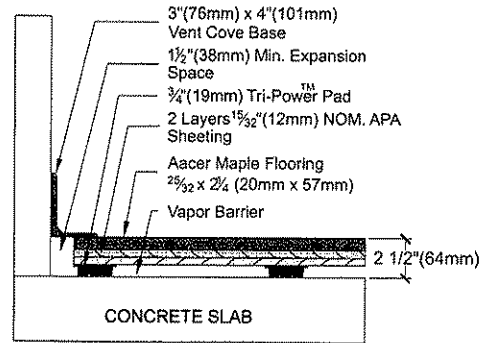
U.S. Patent#

Yes

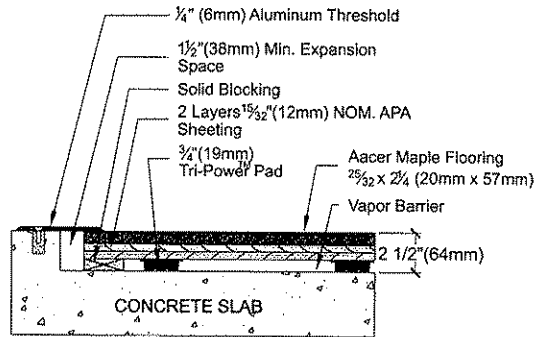
Warrenty

Lifetime available

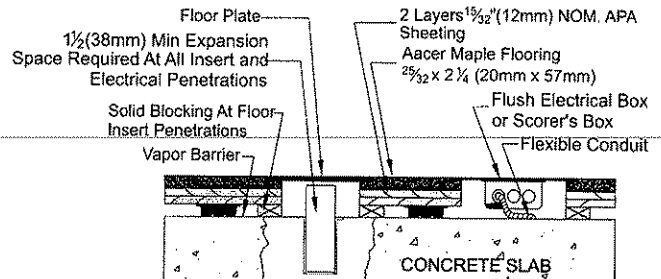
WALL BASE



THRESHOLD



EQUIPMENT



AacerFlooring.com (877) 582-1181

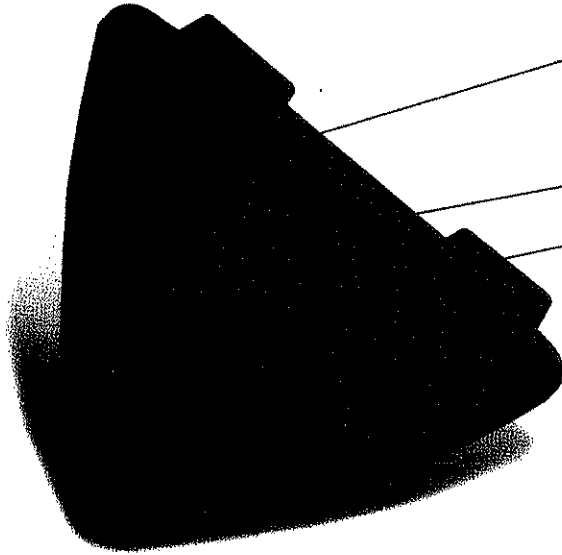
It is the policy of Aacer Flooring to continuously improve its line of products. Therefore, Aacer Flooring reserves the right to change, modify or discontinue systems, specifications and accessories of all products at any time without notice or obligation to purchase.

ACCESSORY



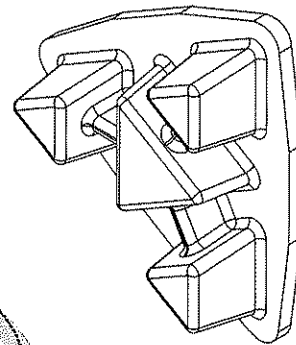
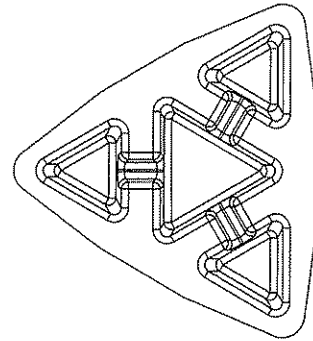
TriPower® Pad


TriPower® Pad offers superior shock absorption and vibration dampening. The unique blend of EPDM ensures stability and longevity required by high performance floors.



- ① Structural Webs - Cross Linked
 - a. Greater load carrying ability
 - b. Vibration attenuation
 - c. Increased uniformity & consistency in response
- ② Stage II heavy duty load distribution
- ③ 3 point surface contact shock pads - Athletic resilience

DETAIL DRAWINGS



Composition	EPDM Rubber / can be recycled 
Hardness	Shore A
ASTM Durometer	50 - Blue 60 - Orange 70 - Red
Thickness	3/4" & 1/2"
Triangular Footprint	3point primary surface contact 1point secondary load contact
ASTM D412 Tensile PSI	1810
ASTM D412 Elongation	648

Loading: Excellent



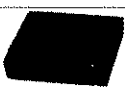



Performance Info



Tested to meet DIN 18032 Part II
 Tested to meet EN 14904
 Tested to meet M.F.M.A.'s pur standards
 ASTM 2137 low temperature brittleness, 3 min @ -40 - pass
 ASTM D395 compression set, 22 hours @ 70c set % -20

U.S. Patent #598,8915

Aacer Pad Options

TriPower® Red	TriPower® Orange	EcoDIN	AacerCush	P3	AacerFlex
					
3/4"	3/4"	7/16"	3/8"	3/4"	3/4"

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ASET Services, Inc.
*American Sports Engineering and
Testing Services*

Engineering Consulting
Phone: 812.628.2743

Research Management
Fax: 812.896.1595

Suitability and Field Testing
www.asetervices.com

Suitability Test Report

Issued To:

Aacer Flooring, LLC

**970 Ogden Rd
Peshtigo, WI 54157**

Suitability test report of a sports surface system according to
DIN 18032 Part II (issue 1991)

System Name:

AacerFlex-DIN

Date of Suitability Testing	December 12, 2005
Valid Through:	December 12, 2013
Report Number:	91-12122008-01b
Pages:	4
Appendices:	4

Average Results:

Ball Rebound	97%
Force Reduction	55%
Vertical Deflection	2.3mm
Area Indentation	13%

ASET Services, Inc.

Phone: 812.528.2743

Fax: 812.896.1595

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1 System Construction Summary

The following table contains describes the materials and construction techniques used in this sports surface system.

A) Top Layer Approx 25/32 inch (20 mm)	Unfinished, Random Length 2 nd Grade MFMA Maple 2-1/4 inch (57 mm) tongue and groove profile Attachment: Maple layer was fastened to the subfloor using 1.75 inch (44 mm) flooring staples 8" to 12" on center.
B) Upper Load Distribution Layer Approx 15/32 inch (12 mm)	Units: Nominally 48 in (1.22 m) by 96 in (2.44m), 3 ply CDX Grade Plywood Panels were laid 45 degrees to the direction of the maple strip flooring. Panels were laid in a running bond pattern with a nominal 48" (1.22 m) stagger, and with a nominal 1/4" (6 mm) gap between the ends and sides of adjacent panels. Attachment: The upper layer was fastened to the lower layer using 7/8" (22 mm) staples nominally placed 6" (152 mm) from the perimeter of each panel and 12" (305 mm) on center throughout each panel.
B) Lower Load Distribution Layer Approx 15/32 inch (12 mm)	Units: Nominally 48 in (1.22 m) by 96 in (2.44m), 3 ply CDX Grade Plywood Panels were laid with the long edge of the panels 90 degrees to the direction of the maple strip flooring. Panels were laid in a running bond pattern with a nominal 48" (1.22 m) stagger, and with a nominal 1/4" (6 mm) gap between the ends and sides of adjacent panels.
C) Elastic Layer	3/4" (19 mm) thick 7-stage pyramid pads Material: Plastisol Hardness: 65 Duro Attachment: Each pad was stapled to the lower load distribution layer 2 times.
D) Concrete	

ASET Services, Inc.

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2. Testing Procedure

Testing was conducted according to DIN 18032 Part II (Issue 3/91). The testing climate was approximately 22°C, and 55% relative humidity.

Test Point Locations: See Appendix 2.

3. Average Test Results

The following table contains the average performance values obtained on the evaluated sports surface system, as well as the requirements in DIN 18032 part II, issue (3/91).

Evaluated Characteristics of DIN 18032 Part II (1991)	Test Results (Avg. Values)	DIN 18032 Part II (1991) Requirements
Ball Rebound	97%	90% Minimum
Force Reduction	55%	53% Minimum
Vertical Deflection	2.3mm	2.30 mm Minimum
Area Indentation	13%	15% maximum

4. Conclusions

The AcerFlex-DIN sports system described in previous sections was found to meet the performance requirements for area elastic sports surfaces as specified in DIN 18032 Part II (issue 3/91).

Testing and report generation was performed by Paul W. Elliott.

I hereby certify that the results presented in this report were obtained on the sample as described, on said date and are believed to be accurate representations of the performance of this sports surface system.

Paul W. Elliott Date: Feb 11, 2007

Paul W. Elliott, Ph.D., P.E.
President, ASET Services, Inc.