



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
DEFK12010

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 304-558-2544

*618163451 724-743-0690

VENDOR

TOM BROWN CONTRACTING INC
 224 GEORGETOWN ROAD
 LAWRENCE PA 15055

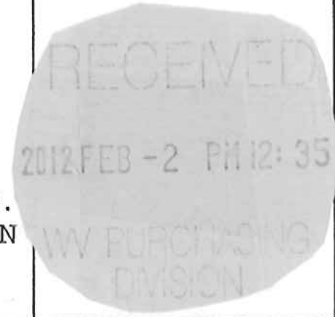
SHIP TO

DIV ENGINEERING & FACILITIES
 NATIONAL GUARD ARMORY
 RTS. 4 & 119, N.
 GASSAWAY, WV
 26624 341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/15/2011				

BID OPENING DATE: 02/02/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		360-20		
<p>***** PLEASE NOTE THERE IS A MANDATORY PRE-BID MEETING SCHEDULED FOR 01/11/2012 AT 10:00 AM AT THE GASSAWAY ARMORY LOCATED AT 62 JOHN O. FRAME ROAD GASSAWAY, WV 26624. ***** PLEASE NOTE THE DRUG FREE WORKPLACE AFFIDAVIT AND BID BOND ARE REQUIRED WITH BID SUBMISSION. *****</p> <p>REPLACE AND INSTALL NEW BASKETBALL COURT</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, DIVISION OF FACILITIES AND ENGINEERING, GASSAWAY ARMORY, IS SOLICITING BIDS TO PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT TO REPLACE AND INSTALL A NEW BASKETBALL COURT AT THE GASSAWAY ARMORY PER THE ATTACHED SPECIFICATIONS.</p> <p>MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON 01/11/2012 AT 10:00 AM AT THE GASSAWAY ARMORY LOCATED AT 62 JOHN O. FRAME DRIVE GASSAWAY, WV 26624. 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>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
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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.html 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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<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 BIDDER-S 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 WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>INQUIRIES:</p> <p>WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 01/18/2012. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>TARA LYLE DEPARTMENT OF ADMINISTRATION</p>						

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PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304-558-4115 EMAIL: TARA.L.LYLE@WV.GOV THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATION IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS. EXHIBIT 5 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. NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 60 CALENDAR DAYS AFTER THE NOTICE TO PROCEED						

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<p>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 BRAXTON 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 COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL</p>						

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<p>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 ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BON 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, 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 ALUMINU</p>						

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<p>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> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p>						

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<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> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO</p>						

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				MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NOS.:		
				NO. 1 <i>1/23/12</i>		
				NO. 2		
				NO. 3		
				NO. 4		
				NO. 5		
				I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.		
				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.		
				<i>Tom Brown</i> SIGNATURE		
				<i>Tom Brown Performance Floors, Inc.</i> COMPANY		
				<i>FEBRUARY 2, 2012</i> DATE		
				REV. 11/96		
				CONTRACTORS LICENSE		

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<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: <i>Tom Brown Performance Floors, Inc</i></p> <p>CONTRACTORS LICENSE NO.: <i>WV 047050</i></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 OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	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
DEFK12010

PAGE
10

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE
304-558-2544

*618163451 724-743-0690

VENDOR

TOM BROWN CONTRACTING INC
 224 GEORGETOWN ROAD
 LAWRENCE PA 15055

SHIP TO

DIV ENGINEERING & FACILITIES
 NATIONAL GUARD ARMORY
 RTS. 4 & 119, N.
 GASSAWAY, WV
 26624 341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/15/2011				

BID OPENING DATE: 02/02/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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:-----TL/32-----</p> <p>REQ. NO.:-----DEFK12010-----</p> <p>BID OPENING DATE:-----02/02/2012-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <i>724-743-0699</i></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	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
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Request for Quotation

RFQ NUMBER
DEFK12010

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11

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DATE PRINTED 12/15/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
----------------------------	---------------	----------	--------	---------------

BID OPENING DATE: 02/02/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
----- PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: <i>THOMAS W. BROWN</i> -----						
***** THIS IS THE END OF RFQ DEFK12010 ***** TOTAL:						<i>\$99,341.00</i>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

DEFK12010GASSAWAY ARMORY
BASKETBALL COURT

1.01 DESCRIPTION

- A. The Braxton County National Guard Armory is located at 62 John O. Frame Drive Gassaway, WV 26624.

The project consists of :

1. Tear out of existing surface and disposal.
2. Install Resilient Floor System
3. Thresholds and Base

- B. Payment schedule:

The contractor may invoice 50% when materials are delivered at work site, contractor may invoice every thirty days upon completion of work, a 10% retainage will be paid upon receipt of warranty.

- C. Project will be awarded to lowest responsible bidder, meeting all specifications.

1.02 QUALITY ASSURANCE

Floor System Manufacturer Qualifications

Manufacturer shall be an established firm experienced in field and have been in the wood gymnasium floor business for a minimum of twenty (20) years;

Manufacturer will be a member in good standing of the Maple Flooring Manufacturers Association (MFMA).

Floor Contractor/Installer Qualifications and Certifications

Flooring contractor shall be a firm experienced in flooring field and approved by manufacturer.

Submit a list of at least ten completed projects of similar magnitude and complexity, including resilient floor systems, only, in a 300 mile radius.

1.03 SUBMITTALS

A. Prior to starting work contractor must submit the following

1. Shop drawings showing layout , details of construction and identification of materials
2. Manufacturer's Product Data
3. Submit three (3) specification sheets.
4. Suppliers shall submit certificates attesting that materials furnished will meet specifications for grade, quality, dryness and treatment, if required.

B. Concrete Guidelines

Submit three (3) copies of MFMA Recommendations for correct preparation, finishing and testing of concrete subfloor surfaces to receive wood flooring.

C. Samples

1. Submit one (1) Sample to be made by the manufacturer and so indicated.

D. Maintenance Literature

1. Submit copy of Maintenance Instructions.

1.04 DELIVERY, STORAGE AND HANDLING

Delivery of Materials

Materials shall not be delivered, stored or installed until all masonry, painting, plastering tilework, marble and terrazzo work is complete, and all overhead mechanical work, lighting, backstops, scoreboards are installed. Room temperature of 55-80 degrees Fahrenheit (13 to 27 degrees Celsius) and relative humidity of 35-50 % are to be maintained. Ideal installation/storage conditions are the same as those that will prevail when building is occupied. Materials shall not be stored at the installation location if the moisture content of the concrete slab exceeds 4% or vapor transmission exceeds 4.5 pounds per 1,000 square feet (2.20 kg per 100 square meters).

1.05 JOB CONDITIONS-SEQUENCY

Permanent heat, light and ventilation shall be installed and operating during and after installation. Maintain a temperature range of 55 to 80 degrees Fahrenheit (13 to 27 degrees Celsius) and a relative humidity range of 35 to 50%. Consult MFMA guidelines for further information.

After floors are finished, area to be kept locked by employees to allow curing time for the finish. If after required curing time general contractor or owner requires use of gym, he shall

protect the floor by covering with non-fibred kraft paper or red rosin paper with taped joints, until acceptance by owner (or owner's agent) of complete gymnasium floor.

1.06 GUARANTEE

Guarantee shall not cover damage caused in whole or in part by casualty, ordinary wear and tear, abuse, use for which material is not designed, faulty construction of the building, settlement of the building walls, failure of the other contractors to adhere to specifications, separation of the concrete slab and excessive dryness or excessive moisture from humidity, spillage, migration through the slab or wall, or any other source.

Manufacturer of material responsible for defects for a period of 1 year. This warranty is in lieu of all other warranties, expressed or implied including but not limited to any warranty of merchantability or fitness for a particular purpose, and of any other obligations on the part of Robbins. In the event of breach of any warranty, the liability of Robbins shall be limited to repairing or replacing floor material and system components supplied by manufacturer and proven to be defective in manufacture, and shall not include any other damages, either direct or consequential.

1.07 PRE-CONSTRUCTION CONFERENCE

- A. A mandatory pre-bid meeting will be held at job site on January 11, 2012 at 10:00 am. Failure to attend Pre-Bid will result in bid disqualification.
- B. Any conditions which are not shown on the shop drawings should be indicated on a copy of the shop drawing and included with bid submittal if necessary to clarify any conditions no shown.

Part 2-PRODUCTS

ACCETABLE MANUFACTURERS AND SYSTEMS

Conner (OR EQUAL)
Robbins (OR EQUAL)
Horner (OR EQUAL)

2.01 MATERIALS

Vapor Barrier

6-mil polyethylene

Subfloor

Re-bonded urethane blanket (open cell) nominal 1/2" shock pad. Closed cell foam is not an equal.

4' x 8' Subfloor panels (multiple layers set to equal depression in existing slab). Must be glued and stapled.

Maple Flooring

25/32" (20mm) thick x 2-1/4" (57mm) width, 3rd&Better grade, Unfinished TGEM, KD Northern

Hard Maple, finger

Flooring – 1-1/4" (32mm) 18 gauge cleats or staples.

Subfloor

Channel anchors – Powers spike anchors.

Oil-modified polyurethane sealer and finish.

Gameline paint(s) shall be recommended by the finishing materials manufacturer, and must be compatible with the finish. Gamelines and Mascots/logos shall match existing.

Perimeter Base - 3" x 4" ventilating type. (black)

Part 3-EXECUTION

3.01 INSPECTION

Inspect concrete slab for proper tolerance and dryness, and report any discrepancies to the owner in writing. Moisture content of the concrete slab shall not exceed 4% or vapor transmission exceeds 4.5 pounds per 1,000 square feet (2.20 kg per 100 square meters).

All work required to put the concrete subfloors in acceptable condition shall be the responsibility of the owner, if applicable.

Installer shall document all working conditions provided in General Specifications prior to commencement of installation.

3.02 INSTALLATION

Vapor Barrier

Install polyethylene with joints lapped a minimum of 6" (150mm) and turned up 4" (100mm) at the walls.

Subfloor

Install shock absorbing pad per manufacturer's recommendations over 6 mil poly.

Following manufacturer's guidelines, place subfloor assembly in end-to-end manner, staggering end joints in adjacent rows. Allow for a ¼" (6mm) gap between panels. Panels shall be placed on a diagonal to the direction of the maple floor. Provide 1-½" to 2" (40 to 50mm) expansion void at the perimeter and all vertical obstructions.

Install solid blocking.

Maple Flooring

Machine nail maple finish flooring 10" to 12" (150mm to 200mm) O.C. with end joints properly driven up and proper spacing provided for humidity conditions in specific regions.

3.03 FINISHING

Sanding

Sand per manufacturer's recommendations. After sanding, buff entire floor using 100 grit screen or equal grit sandpaper, with a heavy-duty buffing machine.

Inspect entire area of floor to insure the floor presents a smooth surface without drum stop marks, gouges, streaks or shiners.

Vacuum and/or tack floor before first coat of seal.

Floor should be clean and completely free of dirt and sanding dust.

Finishing

Gymnasiums

Apply specified combination of seal, gameline paint, and finish in accordance with manufacturer's instructions.

Buff and vacuum and/or tack between each coat after it dries.

Apply game lines accurately after the buffing and vacuuming the coated surfaces. Layout in accordance to as it is now. For game lines, use current rules of association having jurisdiction. Lines shall be straight with sharp edges in colors selected by architect.

3.04 WALL BASE INSTALLATION

Install vent cove base anchored to walls with base cement or screws and anchors. Use pre-molded outside corners and neatly mitered inside corner.

3.05 CLEANING

Clean up all unused materials and debris and remove it from the premises.

3.06 STARTING

A. Contractor will have 60 days to complete work after notice to proceed from the owner's representative.

Part 4-MISCELLANEOUS

4.01 PERMITS

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

4.02 TOOLS AND EQUIPMENT STORAGE

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

4.03 DAMAGES

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

4.04 SCHEDULE OF BID RESPONSES

1. Bidders shall submit one lump-sum bid for all the work under all the terms and conditions as described herein.
2. Bidder shall sign a WV-96 Agreement Addendum to remove any conflicts in terms and conditions of the vendor's warranty.

4.05 AWARD

The contract will be awarded to the vendor with the lowest contract bid amount meeting all of the specifications with the most complete bid.

RFQ # DEFK12010

**ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO
REPLACE AND INSTALL A NEW BASKETBALL COURT
AT THE GASSAWAY ARMORY**

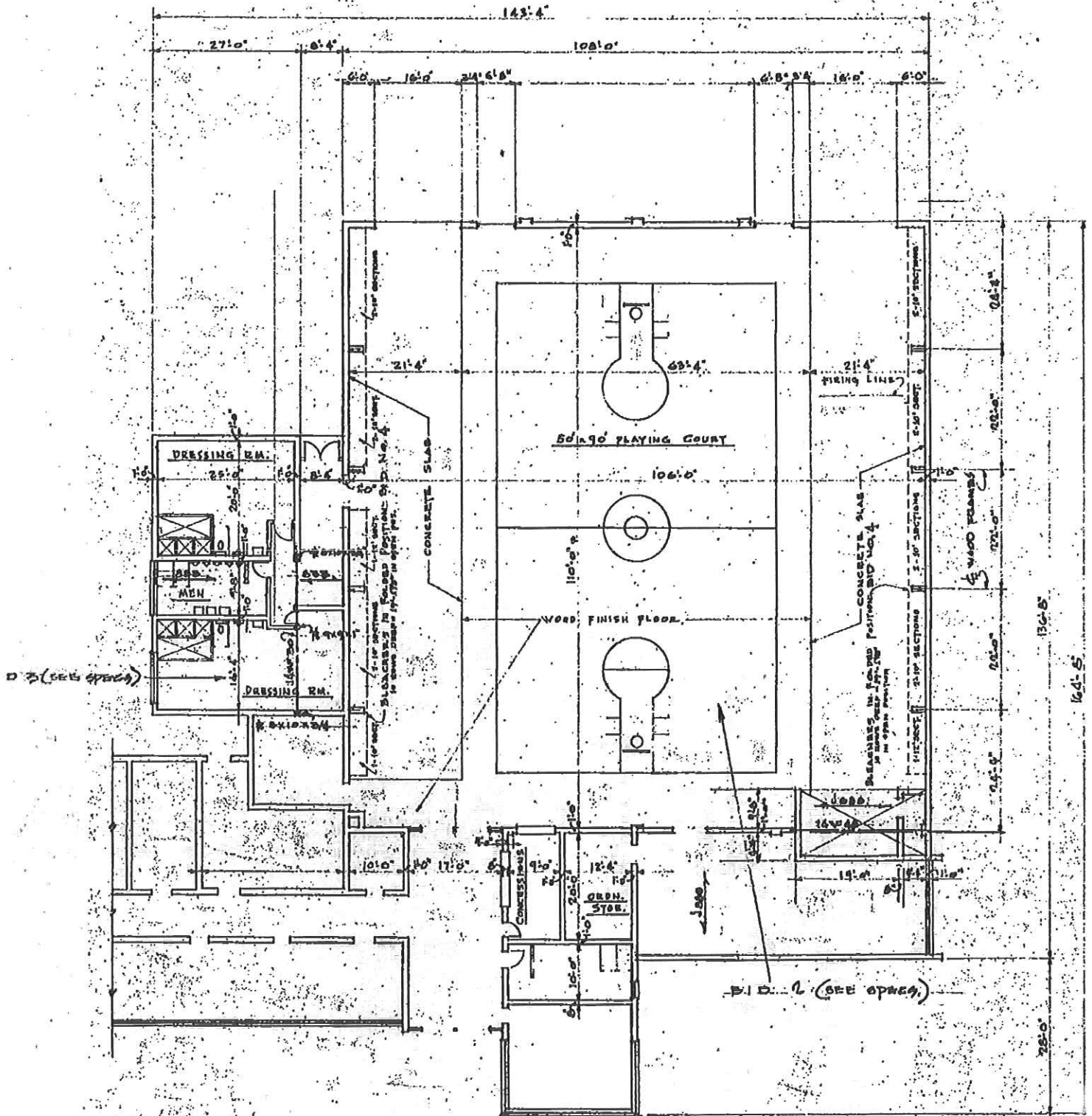
BRAXTON COUNTY**BID FORM**Bidder's Company Name: TOM BROWN PERFORMANCE FLOORS, INCBidder's Address: 224 GEORGETOWN ROAD
LAWRENCE, PA. 15055Remittance Address (If different): SAMEPhone Number: 724-743-0690Fax Number: 724-743-0699Email Address: tombrown@tombrowncontracting.comWV Contractor's License Number: WV047050

We, the undersigned, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding Documents.

TOTAL CONTRACT BID: NINETY NINE THOUSAND THREE HUNDRED FORTY ONE AND ⁰⁰/₁₀₀
DOLLARS
(\$ 99,341.00) (Total to be written in words and numbers.)

The Bidder understands that to the extent allowed by the West Virginia Code, the OWNER reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any conditions of the bid by the Bidder that is in any way inconsistent with the requirements, terms, and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

Failure to use this bid form may result in automatic disqualification.



FLOOR PLAN

SCALE: 1/8" = 1'-0"

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
RFQ/RFP# (B)

Bid Bond

- (A) WV State Agency (Stated on Page 1 "Spending Unit")
Request for Quotation Number (upper right corner of page #1)
(C) Your Company Name
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety Incorporation
(K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
(L) Amount of bond in figures
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Corporation
(R) Raised Corporate Seal of Principal
(S) Signature of President or Vice President
(T) Title of person signing
(U) Raised Corporate Seal of Surety
(V) Corporate Name of Surety
(W) Signature of Attorney in Fact of the Surety

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

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

NOW THEREFORE.

(a) If said bid shall be rejected, or

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

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

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

Principal Corporate Seal

(R)

(U) Surety Corporate Seal

(Q) (Name of Principal)

By (S) (Must be President or Vice President)

(T) Title

(V) (Name of Surety)

(W) Attorney-in-Fact

NOTE: Dated, Power of Attorney with Raised Surety Seal must accompany this bid bond.

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



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

STATE OF PENNSYLVANIA

COUNTY OF WASHINGTON, TO-WIT:

I, THOMAS W. BROWN, after being first duly sworn, depose and state as follows:

- 1. I am an employee of WEBE MANAGEMENT CORP; and,
(Company Name)
- 2. I do hereby attest that TOM BROWN PERFORMANCE FLOORS, INC
(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.

TOM BROWN PERFORMANCE FLOORS, INC
(Company Name)

By: *Thomas W. Brown*

Title: PRESIDENT

Date: FEBRUARY 2, 2012

Taken, subscribed and sworn to before me this 2ND day of FEBRUARY, 2012

By Commission expires

(Seal)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Thomasine Fontana, Notary Public
Cecil Twp., Washington County
My Commission Expires May 2, 2013

Thomasine Fontana

(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. DEFK12010

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 owned 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 exceed 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: TOM BROWN PERFORMANCE FLOORS, INC.

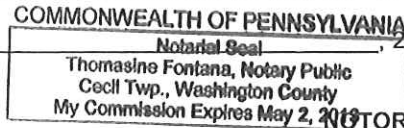
Authorized Signature: *Thomas W. Fontana* Date: FEBRUARY 2, 2012

State of PENNSYLVANIA

County of WASHINGTON, to-wit:

Taken, subscribed, and sworn to before me this 2ND day of FEBRUARY, 2012.

My Commission expires _____



AFFIX SEAL HERE

NOTARY PUBLIC

Thomas Fontana

EXHIBIT 10

REQUISITION NO.: DEFK12010

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1 X

NO. 2

NO. 3

NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. 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.

Tom Brown

SIGNATURE

Tom Brown Performance Floors, Inc.

COMPANY

February 2, 2012

DATE

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Tom Brown Performance Floors, Inc.
of Lawrence, PA, as Principal, and International Fidelity Insurance Company
of Newark, NJ, a corporation organized and existing under the laws of the State of
NJ with its principal office in the City of Newark, 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
Replace and Install New Basketball Court, National Guard Armory, Gassaway, West Virginia

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
2nd day of February, 2012.

Principal Corporate Seal

Tom Brown Performance Floors, Inc.
(Name of Principal)
By [Signature]
(Must be President or
Vice President)
President
(Title)

Surety Corporate Seal



International Fidelity Insurance Company
(Name of Surety)
By: [Signature]
Josephine M. Streyle 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.**

Tel (973) 624-7200

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

Josephine M. Streyle as attorney-in-fact to execute the following Surety bond:

Surety Bond Number: Bid Bond
Principal: Tom Brown Performance Floors, Inc.
Obligee: State of West Virginia Department of Administration, Purchasing Division Building 15

and the execution of such instrument in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
(2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 29th day of August, A.D. 2003.

STATE OF NEW JERSEY
County of Essex

INTERNATIONAL FIDELITY INSURANCE COMPANY

Handwritten signature of Secretary

On this 29th day of August 2003, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Handwritten signature of Notary Public

A NOTARY PUBLIC OF NEW JERSEY
My commission Expires Nov. 21, 2015

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 2nd day of February, 2012

Handwritten signature of Assistant Secretary
Assistant Secretary