



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
DBSM82128

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/25/2007				

BID OPENING DATE: **11/01/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION						
<p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE WV SCHOOLS FOR THE DEAF AND BLIND TO FURNISH AND INSTALL A POLYURETHANE ATHLETIC FLOORING RESURFACING SYSTEM ACCORDING TO MANUFACTURERS RECOMMENDATIONS AT 1/8" THICKNESS OVER AN AREA OF APPROXIMATELY 6,256 SQ FT AS PER THE ATTACHED SPECIFICATIONS.</p> <p>A COMPLETE RESURFACING INSTALLATION INCLUDING REPAIRS OF ALL SPLITS AND GOUGES AND LEVELING ALL LOW AREAS, APPLICATION OF 1/8" POLYURETHANE, COATINGS AND GAME LINE FOR BASKETBALL, VOLLEYBALL AND GOAL BALL COURTS.</p> <p>EXCLUSIONS ARE WALL BASE, THRESHOLDS, GAME INSERTS AND PROTECTION AFTER COMPLETION.</p> <p>WORK MUST BE PERFORMED AFTER MARCH 10, 2008 AND MUST BE COMPLETED PRIOR TO MAY 1, 2008.</p> <p>ATTACHMENTS: 1. SPECIFICATIONS 2. PURCHASING AFFIDAVIT</p> <p>TO SCHEDULE A SITE VISIT, PLEASE CONTACT STEVEN TRIPLETT AT 304-822-4825.</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON THURSDAY, OCTOBER 18, 2007. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY.</p>						

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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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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.

SIGNED BID TO:

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



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<p>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 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 PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL</p>						

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<p>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> <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</p>						

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PAGE
6

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<p>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 MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 </p> <p>NO. 2 </p> <p>NO. 3 </p> <p>NO. 4 </p> <p>NO. 5 </p>						

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PAGE
7

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<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE 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</p> <p>.....COMPANY</p> <p>.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <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>						

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8

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REPLY TO

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<p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME:</p> <p>CONTRACTORS LICENSE NO.:</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> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

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	DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130					
	THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:					
	SEALED BID					
	BUYER:		SM / FILE 31			
	REQ. NO.:		DBSM82128			
	BID OPENING DATE:		11/01/2007			
	BID OPENING TIME:		1:30 PM			
	PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:					

	PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:					

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***** THIS IS THE END OF RFQ DBSM82128 ***** TOTAL:						

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RESURFACING POLYURETHANE ATHLETIC FLOORING

PART 1 - GENERAL

1.1 SUMMARY

A. Resurfacing of synthetic flooring system where shown on the drawings, as specified herein, and as needed for a complete and proper installation.

B. Description of the flooring system:

1. The urethane flooring system shall include a poured-in-place full depth, seamless system in which the topping component consists of **Polyturf** urethane synthetic compounds and shall be continuously bonded to the substrate and produce a monolithic wearing surface.

1.2 REFERENCES

A. Applicable Publications: The following publications form a part of this specification to the extent of the referenced thereto.

1. American Society of Testing and Materials

1.3 SUBMITTALS

A. Product data: submit the following in accordance with the approved submittal schedule:

1. Materials list of items proposed to be provided under this Section

2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements.
3. Color samples showing colors and finishes currently available in the proposed products.
4. Manufacturer's recommended installation procedures which, when approved by WVSDB will become the basis for accepting or rejecting actual installation procedures used on the Work.
5. Manufacturer's recommended care and maintenance instructions.
6. Manufacturer's warranty.

1.4

QUALITY ASSURANCE

- A. Qualifications: Installer/manufacturer of the **Polyturf** flooring system shall have a minimum of ten years experience in the application of poured-in-place polyurethane surfacing for athletic, interior applications and manufacturing of two-part polyurethane.
- B. The installer/manufacturer must have completed at least ten (10) facilities in the last two (2) years.
 1. All technicians/mechanics shall be factory trained and full-time employees of the manufacturer and subcontractor, specializing in the installation of the flooring system.

1.5

WARRANTY

- A. Fluid-applied resilient flooring found to be defective as a result of faulty materials and/or workmanship shall be replaced or repaired at no charge to Owner upon receipt of notification in writing for a period not to exceed two years from the date of substantial completion.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the work include but are not limited to the following:
1. **Polyturf** by Beynon Sports Surfaces, Inc. or approved equal.
 2. Floor system is based on Beynon Sports Surfacing, Inc. products.
 3. Substitutions: Provide equal products of other manufacturers when approved by WVSDB.

2.2 PERFORMANCE STANDARDS

- A. The polyurethane must exhibit the following minimum properties:
1. Weight approximately .81/# per 1/8" thickness.
 2. Tensile Strength Range from 500 PSI to 700 PSI.
 3. Hardness Range: 50-60 Shore A typical.
 4. Temperature Stability: Essentially unaffected from 0 degrees F to 120 degrees F.
 5. Density: 1.20 to 1.30
 6. Moisture Absorption: 0.8% to 1.05% by weight.
 7. Compression Set: 90% to 98% immediate recovery after 72 hours @ 50% compression set @ 50% compression set @ 72 degrees F
 8. Ultimate Elongation: 250% to 350%
 9. Compression Properties: 30 PSI to 60 PSI @ 10%
 10. Fungus Resistance: Complete

2.3 PRODUCT HANDLING

- A. Deliver materials in original packages and containers, with seals unbroken, bearing manufacturers labels indicating brand name and directions for storing and mixing with other components.

- B. Store materials to comply with manufacturer's written instructions to prevent deterioration from moisture, heat, cold or other detrimental effects.

PART 3 – EXECUTION

3.1 PROJECT CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Owner/General Contractor shall correct all conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.
 - 1. Do not install flooring until spaces are enclosed and weatherproof; wet work in spaces is complete and dry; and overhead work, including installing mechanical systems, lighting, and athletic equipment is complete.
 - 2. Maintain ambient temperature and humidity conditions in spaces to receive flooring recommended by manufacturer for 7 days before installation, during installation and for 72 hours after installation.
- B. Close spaces to traffic during flooring application and for a period after application recommended by manufacturer to allow for the flooring system, including game-line and marker paint to cure.

3.2 INSTALLATION – GENERAL

- A. Coordinate as required with other trades to assure proper and adequate provision in the work of those trades for interface with the work of this Section.
- B. Install the work of this Section in strict accordance with the original design, the approved Shop Drawings, pertinent requirements of governmental agencies having jurisdiction, and the manufacturer's recommended installation procedures.

3.3 SUBSTRATE CONDITIONS AND PREPARATION

- A. It shall be the General Contractors responsibility to perform all substrate preparation, correction and cleaning procedures in compliance with the manufacturer's instructions for the particular substrate conditions specified for this project.
- B. Dryness:
 - 1. The building shall be dry.
 - 2. The work shall not commence until the completion of spackling, masonry and wet-trade work.
 - 3. The room temperature shall be maintained at a minimum level of 70 degrees F for two weeks before and during the installation.
 - 4. The relative humidity shall not exceed 68 per cent during the application of materials and for at least eight hours after the completion of each process.
- C. Existing Synthetic Surface:
 - 1. Repair all visible splits, cracks, voids and delaminations with Polyturf urethane.
 - 2. Mechanically abrade and/or clean and prime the existing receiving surface.

3.4 FLOOR INSTALLATION

- A. Priming:
 - 1. Final clean existing synthetic surface as required.
 - 2. Apply one coat of manufacturer's approved primer so that the surface is thoroughly wet but no puddles are left standing.

B. Pouring:

1. Pour Polyturf urethane synthetic floor surfacing materials utilizing electronically controlled metering and mixing equipment.
2. Use a poured-in-place technique to achieve a monolithic surface to the maximum extent possible.
3. The completed thickness of material shall average 1/8".

C. Finishing and Game Lines:

1. Allow the flooring materials to cure.
2. Apply manufacturer's approved pigmented polyurethane finish. Color to match the base elastomer and shall be applied to a thickness of three (3) dry mils.
3. The final coat of finish shall be flat.
4. Layout and paint all gamelines and other required markings according to approved shop drawings. Colors shall be selected from manufacturer's standard available colors and as approved by WVSDB.

D. Protection:

1. No other trades shall be permitted in the area scheduled to receive the flooring system from the time of the application of the primer until ten (10) days after the application of the final coat of surface finish.
2. Adequate protection of the finished floor shall be provided by the General Contractor.
3. No smoking, open flames, or sparking from electrical outlets, telephones or electric motors shall be permitted in the area during

application of the primer, floor surfacing material, or finishing materials.

3.5

CLEAN UP

- A. Upon completion of the installation, the flooring contractor shall remove from the job site unused materials, tools, equipment and properly dispose of rubbish.

RFQ No. _____

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 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.

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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor’s Name: _____

Authorized Signature: _____ Date: _____